

**Meeting Date:** 4/28/2015

**Report Type:** Consent

**Report ID:** 2015-00332

**Title:** Appropriate Funds and Approve Professional Services Agreement - Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300)

**Location:** District 2

**Recommendation:** Pass a Resolution: 1) appropriating \$324,020 (Fund 3703) to the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300); 2) transferring \$290,401 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300); 3) appropriating an additional \$263,753 (Fund 3703) to the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300) when the federal funding approval paperwork is received; and 4) authorizing the City Manager to execute a Professional Services Agreement in the amount of \$914,023 with Drake Haglan & Associates for the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300).

**Contact:** Philip Vulliet, Associate Civil Engineer, (916) 808-5092; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Engineering Services Admin

**Dept ID:** 15001111

**Attachments:**

1-Description/Analysis

2-Resolution

3-Contract (Auburn Blvd at Arcade Creek)

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### **City Attorney Review**

Approved as to Form  
Gerald Hicks  
4/16/2015 10:58:04 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 4/9/2015 6:58:08 AM

## Description/Analysis

**Issue:** The Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300) will replace the existing structurally deficient and functionally obsolete bridge over Arcade Creek. The new bridge will be widened to accommodate standard bike lanes, lane widths, and sidewalks.

The project will enhance safety on Auburn Boulevard by improving pedestrian and bicycle connectivity and increasing the roadway lane widths to meet City standards.

The project is funded primarily through the federal Highway Bridge Program (HBP) with matching local funds. Consultant selection for preliminary engineering, environmental documentation and final design services has been completed and preliminary engineering work will commence with the Council's approval of the Professional Services Agreement. Federal and local match funds need to be appropriated in order to proceed with preliminary engineering activities.

**Policy Considerations:** The action requested supports the City's General Plan goals of improving the transportation system, expanding public safety, achieving sustainability through reduced dependence on the private automobile, and enhancing livability and economic vitality.

**Economic Impacts:** Not applicable for this action.

### Environmental Considerations:

**California Environmental Quality Act and National Environmental Policy Act (CEQA/NEPA):** The approval of Professional Service Agreements is not considered a project as defined by Section 15378 of the CEQA guidelines. The recommended action involves no physical construction and has no potential to cause significant impact to the environment.

The project will undergo environmental analysis in conformance with the CEQA and NEPA.

**Sustainability Considerations:** This project is consistent with Sustainability Master Plan goals to enhance the pedestrian facilities in the public right-of-way and to encourage bicycle and pedestrian trips with increased connectivity along Auburn Boulevard to the trails along Arcade Creek.

**Commission/Committee Action:** None

**Rationale for Recommendation:** A request for proposal (RFP) was advertised for engineering and environmental professional services. The City received proposals from six teams of which three were invited to interview. After competitive scoring of the proposals and interviews, Drake Haglan & Associates, Inc. was selected as the top-ranked team.

**Financial Considerations:** The total budget for the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300) for Preliminary Engineering and Design is estimated to be \$1,250,000. Currently there is \$635,579 appropriated to the project. To date, \$59,820 has already been expended and staff anticipates an additional \$1,190,180 will be needed to complete this phase of work.

The appropriation of \$324,020 (Fund 3703) in federal funds and transfer of \$290,401 (Fund 2007) from the State and Federal Grant Match Project (T15007200) will increase the budget to \$1,250,000 and the unobligated balance to \$1,190,180 which is sufficient to execute the professional services agreement with Drake Haglan & Associates, Inc. in the amount of \$914,023 and complete the preliminary engineering, environmental documentation and design phase.

An additional \$263,753 in federal funding will be available for this phase after programming by Caltrans. Upon obligation of these federal funds, these funds will be appropriated into the project, supplanting the local funds which will be reserved for future construction costs.

As of March 20, 2015, the State and Federal Grant Match Project (T15007200) has a total budget and unobligated budget of \$3,418,656, which is sufficient to complete the transfer of \$290,401 (Fund 2007) to the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300) and retain required match for other programmed federal projects.

There are no General Funds planned or allocated for this project.

**Local Business Enterprise (LBE):** This is a federally-funded project. Disadvantaged Business Enterprise (DBE) project participation requirements apply. LBE rules are held in abeyance. The contract award will comply with all federal DBE participation requirements. Drake Haglan & Associates has pledged 18.29% DBE project participation, exceeding the 9.00% DBE goal set for this project.

## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **TRANSFER AND APPROPRIATE FUNDS AND APPROVE A PROFESSIONAL SERVICES AGREEMENT - AUBURN BOULEVARD AT ARCADE CREEK BRIDGE REPLACEMENT PROJECT (T15145300)**

#### **BACKGROUND**

- A. The Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300) will replace the existing structurally deficient and functionally obsolete bridge over Arcade Creek. The new bridge will be widened to accommodate standard bike lanes, lane widths, and sidewalks.
- B. The project is funded primarily through the federal Highway Bridge Program (HBP) with matching local funds. Based on revised estimates, the City has requested additional federal funding to be amended into the program by Caltrans.
- C. A Request for Proposals for consultant services to perform preliminary engineering, attain environmental approval, and prepare the final design for the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300). A panel of City staff from Engineering Services reviewed and evaluated the firm's written proposals based on experience, qualifications, and a proposed work plan for the project. Based on this, the panel held interviews to select the top-ranked firm which was determined to be Drake Haglan & Associates, Inc.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The FY14/15 Capital Improvement Program is amended by appropriating \$324,020 to the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300).
- Section 2. The FY14/15 Capital Improvement Program is amended by transferring \$290,401 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300).
- Section 3. Upon receipt of the federal funding approval paperwork, the City Manager is authorized to appropriate an additional \$263,753 (Fund 3703) to the Auburn Boulevard at Arcade Creek Bridge Replacement Project (T15145300).

Section 4. The City Manager is directed to execute a Professional Services Agreement with Drake Haglan & Associates, Inc. in the amount of \$914,023.

Section 5. Exhibit A is hereby incorporated as part of this Resolution.

**Table of Contents:**

Exhibit A: Location Map

PROJECT #: T15145300  
PROJECT NAME: Auburn Blvd at Arcade Creek Bridge Replacement  
DEPARTMENT: Public Works  
DIVISION: Engineering Services

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT  
FOR ARCHITECTS, LANDSCAPE  
ARCHITECTS, PROFESSIONAL ENGINEERS,  
AND PROFESSIONAL LAND SURVEYORS**

**THIS AGREEMENT** is made at Sacramento, California, as of April 28, 2015, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Drake Haglan & Associates, Inc.  
11060 White Rock Road, Suite 200  
Rancho Cordova, CA 95670*

*P: 916.822.3957/Email: rmoore@drakehaglan.com*

("CONTRACTOR"), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

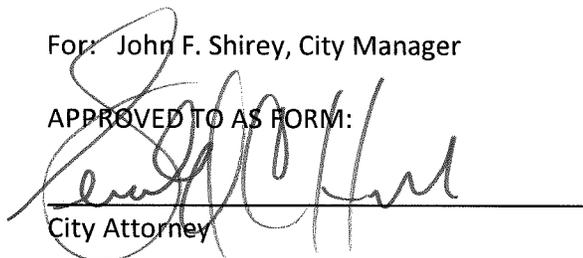
By: \_\_\_\_\_

Print name: Jerry Way

Title: Director, Department of Public Works

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

DRAKE HAGLAN & ASSOCIATES

NAME OF FIRM  
26-0747074

Federal I.D. No.  
279-0919-1

State I.D. No.  
1005618

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)



Signature of Authorized Person  
Kevin Ross Executive Vice President  
Print Name and Title

\_\_\_\_\_  
Additional Signature (if required)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor: Drake Haglan & Associates, Inc.

Address: 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
- h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Kevin Ross  
Signature of Authorized Representative

3/25/2015  
Date

Kevin Ross  
Print Name

Executive Vice President  
Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Philip Vulliet, Project Manager  
Engineering Services Division  
915 I Street, Room 2000  
P: 916.808.5092/Email: pvulliet@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Ryan Moore, P. E.  
Drake Haglan & Associates, Inc.  
11060 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
P: 916.822.3957/Email: rmoore@drakehaglan.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

**3. Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: \_\_\_\_\_ yes      X   no

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

**4. Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**5. Time of Performance.** The services described herein shall be provided through December 31, 2019.

## DETAILED SCOPE OF SERVICES

The following scope of work assumes that the Auburn Blvd Bridge replacement will be designed and constructed for a width suitable for a 6-lane cross section including bike lanes and sidewalks, but will be striped to match the existing 5-lane configuration. It also assumes that the project will be designed and constructed in three phases, maintaining 5 lanes of traffic throughout construction. This scope of work also assumes that no widening, right of way, or utility relocation will be required on Auburn Boulevard to the west of the centerline of Winding Way, and that no widening will be required on Winding Way. The DHA Team has assumed the following schedule in the development of this scope of services:

Phase of Work	Begin	End
<b>Notice to Proceed</b>	April 24, 2015	
<b>Environmental Documentation</b>	April 27, 2015	May 13, 2016
<b>30% Design/Project Report</b>	April 27, 2015	May 13, 2016
<b>60% Design</b>	May 16, 2016	October 28, 2016
<b>Right of Way</b>	October 31, 2016	April 28, 2017
<b>90% Design</b>	October 31, 2016	February 24, 2017
<b>Final Design</b>	February 27, 2017	June 30, 2017
<b>Authorization for Construction</b>	July 3, 2017	September 1, 2017
<b>Advertise &amp; Award</b>	September 4, 2017	December 5, 2017

The schedule shown above is an estimate based on currently available information and shall not be binding as unforeseen schedule delays are beyond the control of the DHA Team.

### TASK 1: PROJECT MANAGEMENT

#### Task 1.1: Kick off and PDT Meetings

The Project Development (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include DHA's PM, City and Caltrans staff and other stakeholders as necessary. DHA will provide meeting notices, meeting materials, agendas, meeting facilitation, and meeting minutes.

#### Task 1.2: Sub-Consultant Coordination

DHA will hold focused internal team meetings with individual sub-consultants on an as needed basis. DHA will be responsible for ensuring the timely delivery of materials generated by sub-consultants as well as their adherence to project budget and scope. DHA will manage all sub-consultant agreements as review & approve sub-consultant invoices prior to submission to the City. DHA will be responsible for ensuring that sub-consultant invoicing meet City and Federal standards.

#### Task 1.3: Caltrans Local Assistance Programming Support

DHA will assist in the preparation of authorization packages, PS&E certification, Right of Way certification, and other local assistance compliance tasks prior to submission to Caltrans Local Assistance. This task will include coordination with Caltrans pertaining to the determination of

appropriate HBP eligible work items. DHA assumes that Local Assistance coordination will not require travel to Caltrans District 3 offices.

**Task 1.4: Monthly Progress Reports and Invoicing**

DHA will be responsible for the monthly compilation of sub-consultant invoices and project expenses and generating a project invoice which is compliant with FHWA requirements. The DHA project manager will coordinate with City Fiscal staff to ensure an appropriate format is being used at the on-set of the project in order to avoid delays later in the project. A monthly status report will be included with monthly invoices summarizing work performed during the past invoicing cycle, and indication the amount of budget spent by task and overall.

**Task 1.5: Quality Control**

DHA will prepare a Quality Control Plan and provide the technical resources necessary to ensure that the deliverables meet the requirement of the City and Caltrans/FHWA. Independent reviews will be conducted by senior staff not directly involved with preparation of the deliverables.

**Task 1.6: Project Control**

DHA will monitor the project to ensure that tasks are being completed on time and that overall budgetary targets are being met. DHA will employ an earned value technique to ensure that the remaining budget will be adequate to complete the project.

**Task 1 Deliverables:**

- PDT meeting agendas and minutes
- Request for Authorization for Right of Way (if needed), Utility Relocation, and Construction
- Right of Way, Utility, and PS&E Certification
- Monthly invoices and progress reports
- Quality Control Binder

**Task 2: Survey**

**Task 2.1: Records Search/Right of Entry/Permitting**

The DHA team will review available survey and property information including City and County survey control databases and identify available survey control and monumentation in the area. Underground Service Alert will be called to conduct a search of underground utilities at the site. The DHA team will obtain a City encroachment permit and coordinate with adjacent property owners (the Hospital) and appropriate flood control agencies before conducting a survey.

The DHA team will tie existing monumentation into property corner monumentation and/or Right of Way Control as needed to define the existing Right of Way and property boundaries.

**Task 2.2: Land Surveying**

The DHA team will establish vertical and horizontal control in the field which will be tied to City of Sacramento benchmarks and the NAD83 geodetic control used by the City. Survey control points will be exhibited on a Survey Control Data Sheet and will be semi-permanent so as to serve and project control during construction of the project.

Within the project limits, a detailed topographic survey will be performed to capture surface features and improvements within the project area. Surface utility features, invert elevations of manholes, and USA marking will all be included. The survey will be processed and rendered into a Digital Terrain Map (DTM). The survey will also include creek cross sections 50', 100' and 400' from the bridge, both upstream and downstream.

**Task 2.3: Right of Way Mapping/Base Mapping**

The DTM will be used to create a CAD basemap. The basemap will provide designers with the hard data needed to determine cross sections, profiles, slopes, and spot elevations as required. The basemap will show 1 foot contours, pertinent surface features, physical improvements, and utilities.

The DHA team will prepare Right of Way mapping and Appraisal Mapping that will be based on record property information, preliminary design, and title reports. The Right of Way map will illustrate APN's, property boundaries, owner name, proposed right of way take, remainder, TCE information (if applicable), and overlay image of improvements impacting parcels (when available). The DHA team assumes that the only permanent Right of Way takes will be at the southeast and south corners of the bridge, both of which areas are currently owned by Heritage Oaks Psychiatric Hospital. The DHA team assumes that TCE's will be required on the southeast corner of the intersection of Auburn Boulevard and Winding Way for contractor staging, and also on the north edge of the project along the City park parcel for bridge construction and rock slope protection.

DHA assumes that Title Reports will be provided by the City.

**Task 2.4: Right of Way Plat Maps & Legal Descriptions**

The DHA team will prepare plat maps showing the APN and referenced to the appraisal index map number to be include on each plat/exhibit. The information will include:

- Right of Way take area, remainder area, and the temporary construction easement in both acreage and square feet
- Existing easement and encumbrances in relation to Right of Way take
- Total parcel areas based on field resolved and/or computed boundaries and calculations
- Provide stand-alone plat maps for each Right of Way take such as Fee, Public Utility Easement, and TCE.

The DHA team will also prepare legal descriptions for each affected parcel, including the metes and bounds legal description and the total parcel areas.

**Task 2 Deliverables:**

- Project Survey Control information for inclusion in City Control database
- SACOG Aerial mapping and LIDAR information
- Topographic Survey
- Digital Terrain Map
- Project Basemap

- Right of Way map and Appraisal Map
- Right of Way Data Sheets
- Plat Maps and Legal Descriptions for Right of Way takes, assuming only one acquisition

### **Task 3: Preliminary Engineering**

#### **Task 3.1: Data Collection**

The DHA team will review pertinent data from the City, Sacramento County, Caltrans, CVFPB, and other stakeholders related to planning studies (general plans, community plans, bike and pedestrian master plans, park master plans), traffic studies, hydraulic studies, utility mapping, and existing as-built drawings.

#### **Task 3.2: Traffic Engineering**

DHA will build on the traffic engineering already conducted to gather traffic counts at key study intersections and determine seasonable traffic patterns in the area. The DHA team will develop a comprehensive understanding of traffic patterns in the area, including peak hour volumes and intersection levels of service. Based upon this information, the DHA team will develop a preliminary operations forecast based on a road closure/detour option. The DHA traffic team will also evaluate expected operational impacts associated with an option which would keep the structure open during construction. This information will be documented in the Construction Staging Memo (Task 3.7)

The DHA team assumes that the operational analysis to fulfil the air quality requirements associated with the addition of a new left turn lane on the bridge is not included in this scope of work. This sub-task would only be needed if the project chooses to implement a new dual left turn pocket configuration as part of this project.

#### **Task 3.3: Geotechnical Exploration & Foundation Report**

The DHA team will review the site and any pertinent project documents and/or published mapping. We will mark boring locations for USA and obtain a City encroachment permit in order to conduct the field exploration. The field exploration will consist of two (2) borings (one at each abutment) which are expected to be between 80 and 100 feet in depth.

Based on the results of the laboratory testing of the field samples, the DHA team will prepare a foundation report. The DHA team will perform engineering analysis and calculations to determine geotechnical design parameters and recommendations for site preparation and foundation design. Draft and final foundation reports will be submitted.

#### **Task 3.4: Hydraulics/Hydrology Report & Location Hydraulic Study**

Since the proposed project will involve some degree of encroachment on the base floodplain of Arcade Creek, Federal guidelines require that a Local Hydraulic Study and Floodplain Evaluation Report Summary be prepared to supplement the environmental document. These studies include a hydraulic analysis that will be performed to evaluate the impact of the new bridge and any channel realignment on Arcade Creek.

DHA will prepare a draft Location Hydraulic Study to discuss the results of the HEC-RAS analysis and compare the benefits and drawbacks of the proposed project vs. the existing condition. This analysis will be based on the existing HEC-RAS model obtained from the City.

**Task 3.5: Preliminary Utility Coordination**

At the onset of the project, the DHA team will prepare Utility “A” Letter packages, including a letter briefly describing the project and a preliminary base map illustrating the boundaries of the project. The letter will request as-built information, type, size, and depth information, and any information regarding planned future utility projects in the area. Based on the feedback from the Utility “A” letters, DHA will coordinate via conference call with any utilities who have existing and/or future facilities which may be impacted by the bridge replacement. This coordination will preliminarily determine the scope, schedule and budget for any required utility relocations.

DHA assumes that a total of 15 potholes will be required.

**Task 3.6: Develop Alternatives**

Based on the preliminary engineering performed in the hydraulic study, the foundation report, and outreach to/feedback from project stakeholders, the DHA team will prepare three alternative project options. These options will be vetted through the PDT meetings and also shared with project stakeholders (via Task 5) in order to gain sufficient feedback to make a determination regarding a preferred alternative. This task will include the development of Geometric Approval Drawings, which will be approved as part of the Project Report and serve as the basis for 60% design.

**Task 3.7: Construction Staging Tech Memo**

Based on the results of the preceding tasks, Public Outreach conducted under Task 5, and dialogue with the PDT, DHA will prepare a technical memorandum documenting the decision to either construct the project in phases to maintain traffic during construction, or close the bridge during construction and replace the bridge in one single phase. The memo will consider probable differences in project cost, roadway operations, environmental/regulatory ramifications, access for bikes/peds, access for emergency responders, and impact to adjacent neighborhood and businesses.

**Task 3.8: Traffic Signal Concept Report**

Using future traffic projections accident data provided by the City, The DHA Team will prepare a signal design concept report for the Auburn Blvd/Winding Way intersection. The signal design concept reports will include:

- Existing conditions including traffic volumes, pedestrian and bike activities, accident history, street dimensions, land uses, handicap ramps, and transit facilities.
- Future conditions including traffic volumes and proposed improvements.
- Recommendations including lane configurations, signal phasing, crosswalks, and handicap ramps.

The signal design concept reports will also include figures which show existing and future traffic volumes and lane configurations. The signal design concept reports will be submitted to the City of Sacramento for review. Comments by the City will be incorporated into the final signal design concept report.

**Task 3.9: Structure Type Selection Report**

Based on the determination of a preferred alternative, the DHA team will prepare a Structure Type Selection Report. A draft of the report will be reviewed and approved by the City prior to submission to Caltrans Structures Local assistance for final approval.

**Task 3.10: Produce Project Report**

Once a preferred alternative has been selected, Caltrans has indicated that they support the proposed structure type, and the environmental documentation is essentially complete (Task 4), DHA will prepare a Project Report. The project report will adhere to City of Sacramento standards and include the following sections:

- Background
- Objectives
- Existing Conditions/Proposed Improvements
- Alternatives and Preliminary Analysis
- Phasing
- Design Variances
- Right of Way
- Risks
- Preliminary Environmental Review
- Permits
- Traffic Signal Concept Report
- Cost Estimate
- Funding
- Project Schedule
- Client
- Public Outreach
- Coordination with Other Agencies
- Agreements

**Task 3 Deliverables:**

- Traffic Counts
- Traffic Volume Forecast to Construction Year
- Traffic Analysis supporting alternatives development and environmental documents
- Log of Test Borings
- Draft and Final Foundation Report
- Location Hydraulic Study
- Draft and Final Traffic Signal Concept Report
- Floodplain Evaluation Report Summary
- Utility "A" Packages
- Signed Construction Staging Tech Memo

- Draft and Final Structure Type Selection Report
- Draft and Final Project Report

#### **Task 4: Environmental Clearance**

##### **Task 4.1: Preliminary Environmental Study (PES)**

The Preliminary Environmental Studies (PES) form will serve as the Project Initiation Document (PID). This form is used to scope the environmental work, which will be performed in the PA/ED phase. The DHA team has completed a draft of the PES form for this proposal, identifying the anticipated documentation necessary pursuant to NEPA and the technical documentation required to support the environmental document. The PES form is appended by the following attachments to support the findings and conclusions of the PES form:

- Project description, purpose and need (to be completed after Notice to Proceed)
- Project location figures (to be complete after Notice to Proceed)
- FTIP Project listing
- Visual Assessment Checklist
- FEMA FIRM map
- USFWS Species list
- Hazardous Waste Geotracker map

The DHA team assumes that the final scope of appropriate NEPA clearance documents and technical studies will be confirmed with Caltrans District 3 staff during a field visit at the project site. If necessary,

##### **Task 4.2: Purpose and Need/Project Description**

The City is the lead agency under CEQA for all discretionary actions related to the proposed project. Caltrans, acting as the lead NEPA agency under the delegated authority of the FHWA has project oversight linked to the federal funding. The DHA team will prepare a purpose and need statement on the project objectives that addresses the discretionary actions for both lead agencies. The purpose and need will provide the basis for the appropriate regulatory and guidance documentation for compliance with both NEPA and CEQA.

##### **Task 4.3: Technical Studies**

Caltrans is responsible for compliance with the policies and procedures of NEPA and other federal environmental laws, regulations, and the Executive Order for projects assigned to Caltrans under Section 6004 of SAFETEA-LU (Section 6004 MOU) signed June 7, 2007 and Section 6005 MOU effective July 1, 2007. Therefore, technical studies to demonstrate compliance with federal law would be required. Following review and approval, the studies will be incorporated into the joint CEQA/NEPA document as applicable.

The DHA environmental team will prepare both the draft and final environmental documents in compliance with CEQA and NEPA procedures per the Caltrans SER, and Caltrans District 3 and FHWA guidelines. The DHA environmental team will prepare and distribute copies of the

technical studies for up to three review cycles and will respond to comments and update the studies as needed for approval. Technical studies include the following:

Task 4.3.1: Hazardous Waste ISA

The DHA environmental team will conduct a Phase 1 ISA in accordance with Caltrans' procedures. The ISA will contain a description of the work performed, any deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations.

Task 4.3.2: Water Quality Memorandum

The DHA environmental team will prepare a Water Quality Technical Memorandum in accordance with Caltrans guidelines and requirements. The report will evaluate potential short-term and long-term water quality impacts on Arcade Creek. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff will be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters will be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, will be identified for any significant water quality impacts that may occur during construction and/or operation of the new bridge structure.

Task 4.3.3: Natural Environment Study

The DHA environmental team will prepare a draft and final Natural Environment Study (NES), according to the current format guidelines from Caltrans. This document will compile and integrate data and information from a literature review and current database records, include a description of field methods and results of the field studies and protocol surveys, address sensitive plant and animal species that are known or have potential to occur, assess site physical and hydrological condition, and calculate impacts and mitigation in an appropriate regulatory context. The NES will update the results of a literature review of federal and State lists of sensitive species and current database records (e.g., CNDDDB), a description of the field methods, and the results of the directed surveys. Field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. Additional work to support the NES includes acquisition/review of CAD and/or GIS files for the project, impact calculations and analysis, and coordination with the project team on design considerations and BMPs for the construction and post-construction phases.

Task 4.3.4: Biological Assessment (BA)

The DHA environmental team will prepare a draft and final Biological Assessment (BA), according to the current format guidelines from Caltrans. The BA will support Endangered Species Act Section 7 consultation with the U.S. Fish and Wildlife Service on all federally listed species occurring or with potential to occur on the site. The BA will address the potential effects the project may have on species in accordance with the requirements of the U.S. Fish and Wildlife Service.

#### Task 4.3.5: Jurisdictional Wetland and Waters Delineation Report

DHA wetland specialists will conduct a wetland delineation, identifying boundaries, types, and acreages of all aquatic resources that are under the jurisdiction of the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, and California Coastal Commission. Prior to field work, the DHA environmental team will review project-specific hydrological feature data and publicly available information from the U.S. Fish and Wildlife Service National Wetlands Inventory, U.S. Geological Survey Blue-Line data, Natural Resource Conservation Service soil survey maps, aerial imagery, and topographic maps. Potential Federal and State waters contained within the survey area will be evaluated using the methodology set forth in the U.S. Army Corps of Engineers Wetland Delineation Manual (1987) and the Arid West Regional Delineation Supplement (2008).

#### Task 4.3.6: Section 4(f) De minimis

Del Paso Regional Park is located northwest of the bridge. Because the proposed project would impact this existing recreation area, a de minimis Section 4(f) evaluation will be required. The DHA environmental team currently anticipates the proposed project will not adversely affect park equipment, parking, or permanently impact the use of areas zoned for recreation, and therefore, a de minimis Section 4(f) evaluation will be the appropriate. The DHA environmental team will work with Caltrans to provide information for the de minimis documentation, including a detailed description of the Section 4(f) property, construction methods and avoidance measures. DHA will also coordinate the public circulation of the de minimis documentation with Caltrans and the City.

#### Task 4.3.7: Visual Impact Assessment

The DHA environmental team will prepare a technical memorandum for visual resources for the project. The memorandum will follow methodology and protocol developed by FHWA and adopted by Caltrans and will include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts); a characterization of viewer groups and their responses to changes in views; an impact analysis which will focus on changes in key views, overall visual character, nighttime light, and daytime glare; and recommendations and mitigation measures to lessen potential project impacts.

#### Task 4.3.8: Area of Potential Effect Map

Base maps and plans, depicting the area proposed for impacts (e.g., construction, staging, and construction access areas) will be assembled and a draft APE will be created by The DHA environmental team for the project area. The map will be plotted on an aerial photograph at a scale of approximately 1"=100' or 1"=200', with a bar scale. The map will depict the existing and proposed right of way and clearly labeled roads, and the APE for both archaeological and historic resources. The APE map will have a signature and date block for "Principal Investigator – Prehistoric Archaeologist" and "Caltrans Local Assistance Engineer." The APE map will be submitted to FHWA/Caltrans for approval and adoption.

#### Task 4.3.9: Historic Property Survey Report

The DHA environmental team will prepare the Historic Property Survey Report (HPSR) that will summarize the results of the ASR. The document will conform to Caltrans specifications detailed in the July 2001 Caltrans Environmental Handbook, Volume 2. Copies of the draft report will be submitted for review and comment to the City and Caltrans. Upon receipt of written comments on the draft report from the City and/or Caltrans, the DHA environmental team will revise the draft HPSR report into a final report, which will include the ASR as an attachment.

#### Task 4.3.10: Archaeological Survey Report

The DHA team will prepare the Archaeological Survey Report (ASR) in accordance with the Section 106 Programmatic Agreement, First Amendment (2014) and Caltrans formatting guidelines and templates. This document will satisfy the requirements pursuant to NEPA and CEQA and will describe the work undertaken and assess the potential of the proposed project to adversely impact any resources found. With respect to Caltrans NEPA Delegation, the ASR will be appended to the HPSR for the project. DHA will perform the following tasks prior to fieldwork: a review of an approved APE Map; a record searches at the local data repository for any known cultural resources within a mile of the project area; and a letter for a sacred lands search with the Native American Heritage Commission under the signature of the City.

As a follow up to the Native American Heritage Commission response, DHA will prepare a letter under the signature of Caltrans to all tribes listed in the response letter and follow-up phone calls for further consultation as required by Caltrans Guidelines. An on-foot survey of the proposed project APE where feasible and at intervals of 15 meters as standard professional practice will be conducted. DHA's archaeologists will record any historic and prehistoric cultural resources found on California Department of Parks and Recreation (DPR) 523 forms. Should a site be identified during the survey, DHA will provide site forms or updates to the local data repository as required under the archaeological standard of profession.

#### **Task 4.4: Prepare Environmental Documentation**

Based on our recent experience with similar bridge replacement projects, the DHA environmental team anticipates the necessary environmental clearance document will include preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and Categorical Exclusion (CE) under NEPA, with Caltrans preparing the CE once all technical studies and CEQA document are finalized.

##### Task 4.4.1: Prepare Administrative Draft IS/MND

DHA will prepare an Initial Study (IS) for the project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by the City. Several technical memorandums will be prepared in the previous phase of the project to support the conclusions of the IS/MND. To ensure that the final product is acceptable to the City, an outline of the document will be submitted to the project team for review before document preparation begins.

##### Task 4.4.2: Prepare and Submit Public Draft IS/MND

After review and approval by the City, DHA will prepare a screen check IS/MND for final approval before public circulation and review. DHA will deliver five copies of the screen check

for review and approval. We are assuming a total of 30 copies of the public review IS/MND will be sent to the City for distribution.

Task 4.4.3: Prepare and Submit Administrative Final IS/MND and Mitigation Monitoring and Reporting Program

At the conclusion of the 30-day public comment period, DHA will meet with the project development team to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

Task 4.4.4: Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program

After the project development team has reviewed the administrative final IS/MND and draft MMRP, DHA will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP. DHA will draft a Notice of Determination (NOD) for the City to file with the County Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines).

**Task 4 Deliverables:**

- Final PES Package
- Draft/Final Project Description, Purpose and Need
- Draft/Final Technical Studies
- Screencheck Draft IS/MND
- Pre-Public Review Draft IS/MND
- Public Circulation IS/MND
- Notice of Completion (NOC)
- Administrative Draft/Final IS/MND and MMRP
- Notice of Determination (NOD)
- Final IS/MND and MMRP

**TASK 5: PUBLIC OUTREACH**

The DHA outreach team will develop a brief Communications Plan, based on the proposed project delivery and construction plan and budget and the City's feedback. The plan will recommend strategies and tactics for all outreach including branding, community meetings and presentations, paid media, media relations, partnerships, social media, and more to reach all of the identified target audiences. Following are details about the major tactics.

**Task 5.1: Creative Services**

- **Creative Strategy:** A key element of every successful transportation project is an easy-to-remember project name with positive brand identity. Creative elements will include a public project name, branding, logo, slogan, URL selection for the website and hosting, collateral materials and campaign messaging.
- **Project Website:** The project website will be the primary source of public information about the project schedules, expected traffic impacts, alternate routes and detours, links to partner websites and other helpful information. All of our collateral materials, and public

relations activities will drive traffic to the project website – so it is important to make the website the highest priority deliverable.

- **Social Media:** Social media will be strategically integrated into the overall campaign messaging, website and collateral to seamlessly track with general outreach messaging, announce public meetings and inform the public and media of dates for closures or lane restrictions.

### **Task 5.2: Public Outreach**

After approval of the campaign branding, logo, visual and core campaign messages, the DHA team will develop a database of stakeholder contact information to be used to advertise public meetings, traffic alerts, and other pertinent project milestones. We will organize and facilitate up to three town hall style public meetings. Services include identification and rental of meeting venue, outreach meeting notes, and tracking of demographic information to comply with Title VI. The outreach meetings will focus on the positive project attributes, reasons the project is essential, milestones for roadwork, detours, and how partners and others can get involved with the campaign and stay informed. The presentation will be slightly modified depending on each audience.

### **Optional Task O.1: Media Relations**

This project will receive attention and interest from local media. With media following this story, it is important that interactions with the press be proactive and cohesive, not reactive or disjointed. We will use our established rapport with reporters and help them feel in-the-know as insiders with the latest project news by sharing press releases, inviting them to media opportunities, and incorporating the media into our email marketing initiative. Our team will support the City's spokespersons (if desired) or serve as project spokespersons, developing talking points, press packets, and scheduled media opportunities throughout the project.

- **Campaign Analytics:** We will use analytics from the media buy, website, and social media to inform and improve the campaign as we go along, and report the results at the end of the contract.

### **Optional Task O.2: Paid Media**

Our targeted paid media plan will ensure campaign message will reach the affected audiences. Paid media includes radio traffic sponsorships for the region, e-blasts to local residents and businesses, geo-targeted online banner ads and geo-fenced mobile banner ads to reach locals. A formal media recommendation will be developed and presented months prior to construction.

### **Task 5 Deliverables:**

- Project Branding (including logo, slogan, and collateral materials)
- Project Website, Facebook page, and Twitter account
- Public Outreach meeting administration

### **Optional Deliverables**

- Stakeholder Database
- Press Releases

- Creative Analytics
- Media Recommendation (including Radio Spots, e-blasts, and on-line banner ads)

## **TASK 6: FINAL DESIGN**

### **Task 6.1: Utility Coordination**

Based on the information collected during the preliminary engineering phase, DHA will prepare and send utility “B” package to utility companies. The “B” package will include “B” plans as well as a letter (on City letterhead) notifying the utility of conflict between existing utility facilities and the proposed project. The letter will ask the utility to verify the conflict and notify them of the need to relocate their facilities. The “B” plans will be distributed when the horizontal and vertical alignments are fixed, which is expected to be at about the 60% plan completion stage. After receipt of the relocation design from the utilities, DHA will add the relocation to the drawings, prior to the 90% submittal.

DHA will send a copy of the “C” package, including 100% plans and a letter (on City letterhead) when the project is advertised for bids. The package will include the project schedule, Notice to Owner(s), Report(s) of Investigation, Utility Agreements, and deadlines for completion of utility relocation work.

### **Task 6.2: 60% Design Submittal**

Based on the preferred alternative identified in the Project Report (Task 3.8), DHA will prepare and submit 60% plans. DHA will submit 60% plans in 11x17 format.

- **Roadway Design:** DHA will prepare design plans that specify horizontal and vertical alignment data, pavement thickness, curb type, sidewalk and bike lane dimensions, limits of cut and fill (If applicable), fencing, slopes and construction details. The Roadway Design will also include roadway drainage details, electrical plans for signal modifications and street lighting modifications, and signing & striping details.
- **Bridge Design:** DHA will prepare a 60% bridge design, including design of any retaining structures if needed. The design will include staging details.
- **Cost Estimate:** The 60% submittal will include a complete construction cost estimate based on the development of the project to the 60% level. The 60% cost estimate will include a 15% contingency. DHA will submit a draft of the bid item list with the 60% PS&E submittal. No specification/special provision package will be submitted until the 90% submittal.
- **60% Senior Advisory Committee Meeting:** The DHA team will prepare meeting materials for and facilitate a peer review meeting at the conclusion of the 60% design effort. This meeting will be for City staff to review the 60% and provide comments to be incorporated during the 90% design phase.

Note: The 60% task will include a Request for Authorization to Proceed with Right of Way (if applicable) covered under Task 1.3.

**Task 6.3: 90% PS&E**

The 90% plan submitted will be based on comments from the 60% submittal received from the City, and Sacramento County if desired. The 90% plans will also reflect comments based on the independent structure design check. The 90% submittal will include a 90% level cost estimate, and a draft set of project specifications and special provisions (Caltrans 2010). The 90% design phase will include the development of a Storm Water Pollution Prevention Plan (SWPPP), which will be required since the project disturbed area is likely to be greater than 1 acre. DHA will prepare a draft SWPPP and a draft NOI for City/Contractor file with the RWQCB prior to construction. It is understood that all fees will be paid directly by the City. The Notice of Completion will be prepared for filing by the City after construction is complete.

**Task 6.4: 100% PS&E**

The 100% submittal will be based comments from the 90% submittal received from the City, and Sacramento County if desired. The 100% submittal will include a 100% engineers' estimate and project specifications/special provisions.

**Task 6.5: Final PS&E**

The Final PS&E submittal will reflect final plans which are ready for public advertisement. The Final submittal will be based on comments from the 100% submittal received from the City, and Sacramento County if desired. The Final submittal will include a final engineer's estimate and project specifications/special provisions sealed by the project manager.

Note: the 100% submittal will be accompanied by a PS&E certification, Utility Certification, Right of Way Certification (if applicable), and a Request for Authorization for Construction, covered under Task 1.3.

**Task 6.6: Permitting**

- **Nationwide Permit Verification (Clean Water Act, Section 404):** The proposed project may result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the ACOE. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). The DHA environmental team will prepare a Pre-construction Notification (PCN) to submit to the ACOE requesting verification that the project can be authorized using the specified NWP(s). The DHA environmental team will also submit a Preliminary Jurisdictional Delineation (as discussed above) and request concurrence by the ACOE.
- **Water Quality Certification (Clean Water Act, Section 401):** A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. The DHA environmental team will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the City, amount to be determined).
- **Lake and Streambed Alteration Agreement (Fish and Game Code, Section 1602):** The proposed project may require notification of proposed streambed alteration to the

CDFW if the project will have an effect on waters in Arcade Creek. The DHA environmental team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the City, amount to be determined).

- **Central Valley Flood Protection Board:** The CVFPB jurisdiction on Arcade Creek ends at Roseville Road, which is approximately 3 miles west (downstream) from Auburn Boulevard. In our discussions with CVPB, we have learned that they will not require a permit for this project. Therefore, no CVFPB permit is included in this scope of work.

#### **Task 6 Deliverables:**

- Utility "B" and "C" packages
- Local Assistance Authorization and Certification packages, as per Task 1.3
- 60% Submittal including Plans and Engineers Estimate
- SWPPP
- 90% Submittal including Plans, Engineers Estimate, Specifications, and Special Provisions
- 100% Submittal including Plans, Engineers Estimate, Specifications, and Special Provisions
- Section 401 Permit
- Section 404 Permit
- Section 1602 Permit

### **TASK 7: CONSTRUCTION SUPPORT**

#### **Task 7.1: Bidding Assistance**

DHA will be available during the bidding phase to assist the City in responding to contractor RFI's and to ensure as smooth a process as possible with the transition from the design phase to the construction phase. Services include:

- Assisting the City in preparing a notice to bidders and attending a pre-bid meeting to answer questions from prospective bidders.
- Supporting the City during the bidding process by providing answer to Contractors RFI's and issuing addenda (if applicable) as the result of bidder inquiries.
- DHA will prepare a construction working day schedule to assist in project management during construction and the determination of liquidated damages (if applicable).
- DHA will provide the City with pertinent project data required to administer the construction contract. The information will be compiled in an RE Pending File, including:
  - Bridge Calculations
  - Foundation/geology report
  - Quantities/Cost Estimate
  - Drainage Report
  - Environmental Document and Mitigation Monitoring Plan
  - Permits
  - Design Exceptions (if applicable)
  - Preliminary Construction Schedule

- Survey Data

**Task 7.2: Services during Construction**

DHA will be available to the City during the Construction phase to review shop drawings or other submittals, attend field meetings, and respond to RFI's submitted by the Contractor. The DHA team will continue public outreach messaging via paid media and social media to keep area residents and businesses apprised of construction impacts, real time traffic updates, and project schedule.

**Task 7.3: As-Build Drawings**

DHA will prepare a set of plans which reflect the actual geometry and situation of constructed features in the field. As-built drawings will be submitted to the City in AutoCAD format.

**Task 7 Deliverables:**

- Notice to Bidders
- Bid Package Addenda
- Working Day Schedule
- RE Pending File
- Preparation of As-Built Drawings

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$914,023.00
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from

CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Philip Vulliet, Project Manager  
Engineering Services Division  
915 I Street, Room 2000  
P: 916.808.5092/Email: pvulliet@cityofsacramento.org*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

I. COMPENSATION AND PAYMENT

- A. CONTRACTOR shall not commence performance until a written "Notice to Proceed" has been issued by CITY Project Manager.
- B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.
- D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.
- F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

**No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.**

- G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
1. Increasing the Agreement not-to-exceed amount.
    - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
  2. Adding task(s) within the advertised scope.
  3. Adding new classifications or adjusting rates:
    - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
    - b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
  4. Adding SUBCONTRACTORS.
  5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.
  6. Extending the sunset date of the Agreement.

**No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.**

#### H. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
  - a. Task, Budget, and Billing Summary.
  - b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
  - c. A copy of SUBCONTRACTOR invoices using the City template.
  - d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
  - e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
  - f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.
3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$100,000.
4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.

6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORS for professional services or other direct costs included in the approved 10-H form(s).
7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

## II. COST PRINCIPLES

- A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.
- B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- C. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- D. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

## III. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

- D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### VI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### VII. SUBCONTRACTING

- A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.
- C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY'S Contract Administrator prior to the start of work by the SUBCONTRACTOR.

#### VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, SUBCONTRACTORS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

**\*All referenced forms and sample templates will be provided by CITY.**

COST PROPOSAL: TASK EFFORT RATE SHEET		Three Phase Construction, 6-lane footprint/5-lane striping option																			Drake Haglan		
NAME OF FIRM:		Drake Haglan & Associates																					
ROLE IN THE PROJECT:		Primary Consultant																					
assigned staff	Project Manager	Principal in Charge	Principal Engineer	Principal Engineer	Senior Engineer, Range D	Senior Engineer Range B	Senior Engineer Range B	Environ. Manager	Environ. Planner - Biologist	Rebecca Bautista Engineer Range A	Jennifer Grant Engineer Range C	Amber Castle-Keene Engineer Range A	Anthony Boyes Engineer Range A	Alex Barba CAD Manager	Keith Dresbach CAD Drafter Range C	Alan Hyde CAD Drafter Range A	Yishu "Albee" Wei Environ. Assistant	Karen Drebert Office Manager/Adm In	Lesley Cocores Graphics	Theresa Bautista Tech Admin.			
hourly wage:	65.00	85.00	85.00	85.00	83.40	89.00	87.50	46.00	33.80	41.80	48.10	41.00	37.00	47.00	39.00	20.00	20.00	43.00	38.50	33.50			
fringe:	47.30%	30.75	40.21	40.21	40.21	39.45	27.43	21.76	15.82	18.77	22.75	10.38	17.50	22.23	18.45	9.46	9.46	20.34	18.21	15.85			
overhead:	84.30%	54.80	71.66	71.66	71.66	70.31	46.80	46.05	38.78	28.37	35.24	40.85	34.56	31.19	38.62	32.88	16.86	16.86	38.25	32.46	28.24		
G&A:																							
fee:	7.00%	10.54	13.78	13.78	13.78	13.52	8.40	9.24	7.48	5.48	6.78	7.80	6.85	6.00	7.82	6.32	3.24	3.24	6.97	6.24	5.43		
hourly rate:	161.08	210.64	210.64	210.64	210.64	206.68	143.73	141.25	113.99	83.38	103.59	119.20	101.60	91.69	116.47	96.65	49.56	49.56	106.56	95.41	83.02		
TASK HOURS ASSIGNED TO STAFF:																							
TASKS	Ryan Moore	Dennis Haglan	Kevin Ross	Matt Satow	Jose Silva	Jeff Elmendorf	Matt Lampa	Jennifer Hildebrandt	Lindsay Tisch	Rebecca Bautista	Jennifer Grant	Amber Castle-Keene	Anthony Boyes	Alex Barba	Keith Dresbach	Alan Hyde	Yishu "Albee" Wei	Karen Drebert	Lesley Cocores	Theresa Bautista	TASK HOURS	TASK COSTS	
<b>1 Project Management</b>																							
1.1 Kickoff and P&T Meetings	60	16	8					40			20	20									164	\$23,985.78	
1.2 Sub-Consultant/Interagency Coordination	80							24													116	\$18,800.78	
1.3 Caltrans Local Assistance/Programming Support	80	20	8								8	8									104	\$17,329.00	
1.4 Monthly Progress Reports/Invoicing	40																				60	\$12,836.66	
1.5 Quality Control	40			44				8													128	\$24,063.54	
1.6 Project Control	60	8			36																98	\$11,349.78	
<b>Total Task 1</b>	<b>340</b>	<b>44</b>	<b>60</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>688</b>	<b>\$106,175.55</b>
<b>2 Survey</b>																							
2.1 Records Search/Right of Entry/Permitting	4											8										12	\$1,457.13
2.2 Land Surveying																4						4	\$198.25
2.3 Right of Way Mapping/Base Mapping																30						46	\$3,112.52
2.4 Plans & Legal Descriptions																						0	\$0.00
<b>Total Task 2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>62</b>	<b>\$4,767.90</b>
<b>3 Preliminary Engineering</b>																							
3.1 Data Collection												12				4						16	\$1,417.48
3.2 Traffic Engineering	2											8										10	\$1,134.88
3.3 Geotechnical Exploration & Foundation Report			2																			2	\$421.28
3.4 Hydraulic/Hydrology	4		2																			6	\$1,085.58
3.5 Preliminary Utility Coordination								8			12	40										100	\$16,800.00
3.6 Develop Alternatives	8		8					32			30	80										238	\$23,162.99
3.7 Construction Staging Tech Memo	6		2					4			50	20										98	\$10,737.69
3.8 Traffic Signal Concept Report																						0	\$0.00
3.9 Structure Type Selection			12					4			60	20				12						168	\$16,410.11
3.10 Produce Project Report	16							8			20	60				20						128	\$13,585.23
<b>Total Task 3</b>	<b>36</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>172</b>	<b>240</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>220</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>766</b>	<b>\$76,522.36</b>
<b>4 Environmental Clearance</b>																							
4.1 PES								16			20	20										36	\$2,815.14
4.2 Purpose & Need/Project Description								8			20	20										108	\$8,978.23
4.3 Technical Studies																						60	\$5,887.02
4.3.1 National Environmental Study																						52	\$3,646.80
4.3.2 Biological Assessment								4			24	24										128	\$8,212.40
4.3.3 Jurisdictional Wetland and Waters Delineation Report								8			40	40										88	\$6,229.99
4.3.4 Historic Property Survey Report								8			40	40										80	\$5,833.49
4.3.5 Archeological Survey Report								20			16	16										36	\$3,072.87
4.3.6 Section 4(f)								8			40	40										24	\$1,704.95
4.3.7 Air Quality								8			16	16										18	\$1,020.99
4.3.8 Initial Site Assessment								2			4	4										4	\$455.97
4.3.9 Noise Study Report								4			4	4										4	\$455.97
4.3.10 Minor Level Visual Impact Assessment																						164	\$11,027.63
4.4 Environmental Documents																						100	\$8,700.00
4.4.1 Prepare Administrative Draft IS/MND								24			40	40										128	\$8,702.17
4.4.2 Prepare and Submit Public Draft IS/MND								24			24	24										80	\$6,702.17
4.4.3 Prepare and Submit Administrative Final IS/MND								16			16	16										72	\$5,140.61
4.4.4 Prepare and Submit Final IS/MND								4			4	4										4	\$455.97
<b>Total Task 4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>186</b>	<b>292</b>	<b>0</b>	<b>20</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>644</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,162</b>	<b>\$81,886.50</b>
<b>5 Public Outreach</b>																							
5.1 Creative Services	2																					2	\$322.16
5.2 Public Outreach	60															40						100	\$11,647.16
5.3 Media Relations																						0	\$0.00
5.4 Paid Media																						102	\$11,989.32
<b>Total Task 5</b>	<b>62</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>102</b>	<b>\$11,989.32</b>
<b>6 Final Design</b>																							
6.1 Utility Coordination	40							24			40	120										224	\$28,793.43
6.2 85% Design	48	2	8		8			80			300	300				100	500	100				1,446	\$128,434.02
6.3 85% PS&E	60		8		8			60			320	80	120			80	250	100				1,086	\$101,432.43
6.4 100% PS&E	40		8		8			24			30	60	80			40	100	40				430	\$42,363.96
6.5 Final PS&E	20		4		4			12			4	40	40			40	40	40				204	\$19,797.21
6.6 Permitting	40		4		4			80			80	80				220	220	280				220	\$24,842.66
<b>Total Task 6</b>	<b>248</b>	<b>2</b>	<b>32</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>200</b>	<b>80</b>	<b>80</b>	<b>354</b>	<b>528</b>	<b>668</b>	<b>0</b>	<b>0</b>	<b>220</b>	<b>890</b>	<b>280</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,610</b>	<b>\$343,663.70</b>
<b>7 Construction Support</b>																							
7.1 Bidding Assistance	16																						

Auburn Blvd. Bridge Replacement Fee Proposal  
Drake Haglan Associates Summary

COST PROPOSAL: TASK EFFORT RATE SHEET		Three Phase Construction, 6-lane footprint/5-lane striping option					DKS	
		NAME OF FIRM: DKS						
		ROLE IN THE PROJECT: Sub Consultant						
	assigned staff:	John Long	Vic Maslanka	John Gibb	Cameron Shew	Sean Carney	Danella Whitt	
	classification:	Principal	Project Manager	Modeler	Engineer	Assistant Engineer	Graphics	
	hourly wage:	75.00	60.00	53.55	30.80	29.33	28.85	
	fringe:	61.35%	46.01	36.81	32.85	18.90	17.99	17.70
	overhead:	119.27%	89.45	71.56	63.87	36.74	34.98	34.41
	G&A:							
	fee:	7.0%	14.73	11.79	10.52	6.05	5.76	5.67
	hourly rate:	225.20	180.16	160.79	92.48	88.07	86.63	
TASK HOURS ASSIGNED TO STAFF:								
		John Long	Vic Maslanka	John Gibb	Cameron Shew	Sean Carney	Danella Whitt	TASK HOURS
	TASKS							TASK COSTS
<b>1 Project Management</b>								
1.1	Kick-off and PDT Meetings	2						2 \$450.40
1.2	Sub-Consultant/Interagency Coordination							0 \$0.00
1.3	Caltrans Local Assistance/Programming Support							0 \$0.00
1.4	Monthly Progress Reports/Invoicing							0 \$0.00
1.5	Quality Control							0 \$0.00
1.6	Project Control							0 \$0.00
	<b>Total Task 1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2 \$450.40</b>
<b>2 Survey</b>								
2.1	Records Search/Right of Entry/Permitting							0 \$0.00
2.2	Land Surveying							0 \$0.00
2.3	Right of Way Mapping/Base Mapping							0 \$0.00
2.4	Plats & Legal Descriptions							0 \$0.00
	<b>Total Task 2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0 \$0.00</b>
<b>3 Preliminary Engineering</b>								
3.1	Data Collection		8		10			18 \$2,366.08
3.2	Traffic Engineering	28	32	32	40			132 \$20,915.15
3.3	Geotechnical Exploration & Foundation Report							0 \$0.00
3.4	Hydraulics/Hydrology							0 \$0.00
3.5	Preliminary Utility Coordination							0 \$0.00
3.6	Develop Alternatives	12	8		10			30 \$5,068.45
3.7	Construction Staging Tech Memo		4					4 \$720.63
3.8	Traffic Signal Concept Report							0 \$0.00
3.9	Structure Type Selection							0 \$0.00
3.10	Produce Project Report							0 \$0.00
	<b>Total Task 3</b>	<b>40</b>	<b>52</b>	<b>32</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>184 \$29,070.30</b>
<b>4 Environmental Clearance</b>								
4.1	PES							0 \$0.00
4.2	Purpose & Need/Project Description							0 \$0.00
4.3	Technical Studies							0 \$0.00
4.3.1	National Environmental Study							0 \$0.00
4.3.2	Biological Assessment							0 \$0.00
4.3.3	Jurisdictional Wetland and Waters Delineation Report							0 \$0.00
4.3.4	Historic Property Survey Report							0 \$0.00
4.3.5	Archeological Survey Report							0 \$0.00
4.3.6	Section 4(f)							0 \$0.00
4.3.7	Air Quality							0 \$0.00
4.3.8	Initial Site Assessment							0 \$0.00
4.3.9	Noise Study Report							0 \$0.00
4.3.10	Minor Level Visual Impact Assessment							0 \$0.00
4.4	Environmental Documents							0 \$0.00
4.4.1	Prepare Administrative Draft IS/MND							0 \$0.00
4.4.2	Prepare and Submit Public Draft IS/MND							0 \$0.00
4.4.3	Prepare and Submit Administrative Final IS/MND							0 \$0.00
4.4.4	Prepare and Submit Final IS/MND							0 \$0.00
	<b>Total Task 4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0 \$0.00</b>
<b>5 Public Outreach</b>								
5.1	Creative Services							0 \$0.00
5.2	Public Outreach							0 \$0.00
5.3	Media Relations							0 \$0.00
5.4	Paid Media							0 \$0.00
	<b>Total Task 5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0 \$0.00</b>
<b>6 Final Design</b>								
6.1	Utility Coordination							0 \$0.00
6.2	65% Design	4	4					8 \$1,621.42
6.3	95% PS&E							0 \$0.00
6.4	100% PS&E							0 \$0.00
6.5	Final PS&E							0 \$0.00
6.6	Permitting							0 \$0.00
	<b>Total Task 6</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8 \$1,621.42</b>
<b>7 Construction Support</b>								
7.1	Bidding Assistance							0 \$0.00
7.2	Services During Construction							0 \$0.00
7.3	As-Built Drawings							0 \$0.00
	<b>Total Task 7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0 \$0.00</b>
<b>TOTAL DIRECT LABOR HOURS</b>		<b>46</b>	<b>56</b>	<b>32</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>194 \$31,142.12</b>
<b>OPTIONAL ITEMS</b>								
0.00	Media Relations							0 \$0.00
0.00	Paid Media							0 \$0.00
								0 \$0.00
								0 \$0.00
								0 \$0.00
<b>TOTAL DIRECT LABOR HOURS OPTIONAL TASKS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0 \$0.00</b>
<b>COST PROPOSAL: OTHER DIRECT COSTS -- PRIMARY TASKS</b>								
Item:	Unit Description	#units	unit price	cost				
Mileage		347.830	0.575	\$ 200.000				
Traffic Counts			at cost	\$ 3,600.00				
								\$ 3,800.000
Other: Subconsultants / Misc								
								Subtotal Other
<b>PRIMARY TASKS - SUBTOTAL LABOR COST</b>								\$31,142.12
<b>PRIMARY TASKS - SUBTOTAL OTHER DIRECT COSTS</b>								\$3,800.00
<b>TOTAL:</b>								<b>\$34,942.12</b>
<b>DKS ONAL TASKS - SUBTOTAL LABOR COST</b>								\$0.00
<b>OPTIONAL TASKS - SUBTOTAL OTHER DIRECT COSTS</b>								\$0.00
<b>TOTAL:</b>								<b>\$0.00</b>

Auburn Blvd. Bridge Replacement Fee Proposal  
Drake Haglan Associates Summary

COST PROPOSAL: TASK EFFORT RATE SHEET											Three Phase Construction, 6-lane footprint/5-lane striping option		PAR (DBE)																							
NAME OF FIRM: PAR																																				
ROLE IN THE PROJECT: Sub Consultant																																				
assigned staff:																																				
classification:																																				
hourly wage:																																				
fringe: 41.00%																																				
overhead: 100.00%																																				
G&A: 7.00%																																				
fee:																																				
hourly rate:																																				
M.L. Maniery											J.G. Maniery		S. Heffner		J. Dougherty		J. Allen		M. Triplett		C. Baker		M. Ahern		A. Rankin											
Cultural Resources Director											CFO		Sr. Hist. Archeologist		Sr Prehist Archeologist		Assoc Archeologist		Archeologist		Historian		Office Manager		Graphic Artist											
59.80											58.50		27.00		25.63		21.00		17.00		32.01		24.00		23.41											
24.52											23.99		11.07		10.51		8.81		6.97		13.12		9.84		9.60											
59.80											58.50		27.00		25.63		21.00		17.00		32.01		24.00		23.41											
-											-		-		-		-		-		-		-		-											
10.09											9.87		4.55		4.32		3.54		2.87		5.40		4.05		3.95											
154.21											150.85		69.62		66.09		54.15		43.84		82.54		61.89		60.37											
TASK HOURS ASSIGNED TO STAFF:																																				
M.L. Maniery											J.G. Maniery		S. Heffner		J. Dougherty		J. Allen		M. Triplett		C. Baker		M. Ahern		A. Rankin		0									
TASKS																											TASK HOURS		TASK COSTS							
1 Project Management																											0		\$0.00							
1.1 Kick-off and PDT Meetings																											0		\$0.00							
1.2 Sub-Consultant/Interagency Coordination																											0		\$0.00							
1.3 Caltrans Local Assistance/Programming Support																											0		\$0.00							
1.4 Monthly Progress Reports/Invoicing																											0		\$0.00							
1.5 Quality Control																											0		\$0.00							
1.6 Project Control																											0		\$0.00							
Total Task 1											0		0		0		0		0		0		0		0		0		0		\$0.00					
2 Survey																													12		\$745.35					
2.1 Records Search/Right of Entry/Permitting															8		4												0		\$0.00					
2.2 Land Surveying																													0		\$0.00					
2.3 Right of Way Mapping/Base Mapping																													0		\$0.00					
2.4 Plats & Legal Descriptions															8		4		0		0		0		0		0		0		12		\$745.35			
Total Task 2											0		0		8		4		0		0		0		0		0		0		12		\$745.35			
3 Preliminary Engineering																															0		\$0.00			
3.1 Data Collection																															0		\$0.00			
3.2 Traffic Engineering																															0		\$0.00			
3.3 Geotechnical Exploration & Foundation Report																															0		\$0.00			
3.4 Hydraulics/Hydrology																															0		\$0.00			
3.5 Preliminary Utility Coordination																															0		\$0.00			
3.6 Develop Alternatives																															0		\$0.00			
3.7 Construction Staging Tech Memo																															0		\$0.00			
3.8 Traffic Signal Concept Report																															0		\$0.00			
3.9 Structure Type Selection																															0		\$0.00			
3.10 Produce Project Report																															0		\$0.00			
Total Task 3											0		0		0		0		0		0		0		0		0		0		0		0		\$0.00	
4 Environmental Clearance																																	0		\$0.00	
4.1 PES																															0		\$0.00			
4.2 Purpose & Need/Project Description																																	0		\$0.00	
4.3 Technical Studies																																	0		\$0.00	
4.3.1 National Environmental Study																																	0		\$0.00	
4.3.2 Biological Assessment																																	0		\$0.00	
4.3.3 Jurisdictional Wetland and Waters Delineation Report																																	0		\$0.00	
4.3.4 Historic Property Survey Report											6		4		29		2		2		2		2		10		4				61		\$4,901.39			
4.3.5 Archeological Survey Report											8		4		29		6		30		2		4		10		8				101		\$7,397.00			
4.3.6 Section 4(f)																															0		\$0.00			
4.3.7 Air Quality																															0		\$0.00			
4.3.8 Initial Site Assessment																															0		\$0.00			
4.3.9 Noise Study Report																															0		\$0.00			
4.3.10 Minor Level Visual Impact Assessment																															0		\$0.00			
4.4 Environmental Documents																																	0		\$0.00	
4.4.1 Prepare Administrative Draft IS/MND																																	0		\$0.00	
4.4.2 Prepare and Submit Public Draft IS/MND																																	0		\$0.00	
4.4.3 Prepare and Submit Administrative Final IS/MND																																	0		\$0.00	
4.4.4 Prepare and Submit Final IS/MND											14		8		58		8		32		4		6		20		12		0		162		\$12,298.39			
Total Task 4											14		8		58		8		32		4		6		20		12		0		162		\$12,298.39			
5 Public Outreach																																	0		\$0.00	
5.1 Creative Services																																	0		\$0.00	
5.2 Public Outreach																																	0		\$0.00	
5.3 Media Relations																																	0		\$0.00	
5.4 Paid Media																																	0		\$0.00	
Total Task 5											0		0		0		0		0		0		0		0		0		0		0		0		\$0.00	
6 Final Design																																	0		\$0.00	
6.1 Utility Coordination																																	0		\$0.00	
6.2 65% Design																																	0		\$0.00	
6.3 95% PS&E																																	0		\$0.00	
6.4 100% PS&E																																	0		\$0.00	
6.5 Final PS&E																																	0		\$0.00	
6.6 Permitting																																	0		\$0.00	
Total Task 6											0		0		0		0		0		0		0		0		0		0		0		0		\$0.00	
7 Construction Support																																	0		\$0.00	
7.1 Bidding Assistance																																	0		\$0.00	
7.2 Services During Construction																																	0		\$0.00	
7.3 As-Built Drawings																																	0		\$0.00	
Total Task 7											0		0		0		0		0		0		0		0		0		0		0		0		\$0.00	
TOTAL DIRECT LABOR HOURS											14		8		58		16		36		4		6		20		12		0		174		\$13,043.74			
OPTIONAL ITEMS																																	0		\$0.00	
																															0		\$0.00			
																															0		\$0.00			
																															0		\$0.00			
																															0		\$0.00			
																															0		\$0.00			
																															0		\$0.00			
TOTAL DIRECT LABOR HOURS OPTIONAL TASKS											0		0		0		0		0		0		0		0		0		0		0		0		\$0.00	
COST PROPOSAL: OTHER DIRECT COSTS -- PRIMARY TASKS																																				
Item:											Unit Description		#units		unit price		cost																			
Mileage													173.91		\$ 0.575		\$ 100.00																			
Printing													1200		\$ 0.10		\$ 120.00																			
Trimble Rental													2		\$ 55.00		\$ 110.00																			
Record Search													4		\$ 150.00		\$																			

Auburn Blvd. Bridge Replacement Fee Proposal  
Drake Haglan Associates Summary

COST PROPOSAL: TASK EFFORT RATE SHEET											Three Phase Construction, 6-lane footprint/5-lane striping option		Propose (DBE)	
NAME OF FIRM: <b>Propose</b>														
ROLE IN THE PROJECT: <b>Sub Consultant</b>														
assigned staff	Anne Staines	Shelley Cousineau	Sara Woo	Katie Mothersell	Rebecca Almanza	Monica Alleje	Angela Grom	Victoria Gonzalez	Erin Molina	Ffran Molina				
classification	Strategic Lead	Media Director	Social Media Manager	Account Supervisor	Account Executive	Assistant Account Executive	Account Coordinator	Support Services	Graphic Designer	Web Master				
hourly wage:	70.25	42.07	40.87	33.65	21.15	17.79	15.38	20.19	35.10	40.87				
fringe:	58.46%	41.07	24.59	23.89	19.67	12.36	10.40	8.99	11.80	20.52	23.89			
overhead:	135.00%	94.84	56.79	55.17	45.43	28.55	24.02	20.76	27.26	47.39	55.17			
G&A:														
fee:	7.00%	14.43	8.64	8.40	6.91	4.34	3.65	3.16	4.15	7.21	8.40			
hourly rate:	220.59	132.10	128.33	105.66	66.41	55.86	48.29	63.40	110.21	128.33				
TASK HOURS ASSIGNED TO STAFF:														
TASKS	Anne Staines	Shelley Cousineau	Sara Woo	Katie Mothersell	Rebecca Almanza	Monica Alleje	Angela Grom	Victoria Gonzalez	Erin Molina	Ffran Molina	TASK HOURS	TASK COSTS		
<b>1 Project Management</b>														
1.1 Kick-off and PDT Meetings											0	\$0.00		
1.2 Sub-Consultant/Interagency Coordination											0	\$0.00		
1.3 Caltrans Local Assistance/Programming Support											0	\$0.00		
1.4 Monthly Progress Reports/Invoicing											0	\$0.00		
1.5 Quality Control											0	\$0.00		
1.6 Project Control											0	\$0.00		
<b>Total Task 1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>		
<b>2 Survey</b>														
2.1 Records Search/Right of Entry/Permitting											0	\$0.00		
2.2 Land Surveying											0	\$0.00		
2.3 Right of Way Mapping/Base Mapping											0	\$0.00		
2.4 Plats & Legal Descriptions											0	\$0.00		
<b>Total Task 2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>		
<b>3 Preliminary Engineering</b>														
3.1 Data Collection											0	\$0.00		
3.2 Traffic Engineering											0	\$0.00		
3.3 Geotechnical Exploration & Foundation Report											0	\$0.00		
3.4 Hydraulics/Hydrology											0	\$0.00		
3.5 Preliminary Utility Coordination											0	\$0.00		
3.6 Develop Alternatives											0	\$0.00		
3.7 Construction Staging Tech Memo											0	\$0.00		
3.8 Traffic Signal Concept Report											0	\$0.00		
3.9 Structure Type Selection											0	\$0.00		
3.10 Produce Project Report											0	\$0.00		
<b>Total Task 3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>		
<b>4 Environmental Clearance</b>														
4.1 PES											0	\$0.00		
4.2 Purpose & Need/Project Description											0	\$0.00		
4.3 Technical Studies											0	\$0.00		
4.3.1 National Environmental Study											0	\$0.00		
4.3.2 Biological Assessment											0	\$0.00		
4.3.3 Jurisdictional Wetland and Waters Delineation Report											0	\$0.00		
4.3.4 Historic Property Survey Report											0	\$0.00		
4.3.5 Archeological Survey Report											0	\$0.00		
4.3.6 Section 4(f)											0	\$0.00		
4.3.7 Air Quality											0	\$0.00		
4.3.8 Initial Site Assessment											0	\$0.00		
4.3.9 Noise Study Report											0	\$0.00		
4.3.10 Minor Level Visual Impact Assessment											0	\$0.00		
4.4 Environmental Documents											0	\$0.00		
4.4.1 Prepare Administrative Draft IS/MND											0	\$0.00		
4.4.2 Prepare and Submit Public Draft IS/MND											0	\$0.00		
4.4.3 Prepare and Submit Administrative Final IS/MND											0	\$0.00		
4.4.4 Prepare and Submit Final IS/MND											0	\$0.00		
<b>Total Task 4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>		
<b>5 Public Outreach</b>														
5.1 Creative Services	10	15	10	6	20	65			35	30	191	\$18,771.37		
5.2 Public Outreach	18	10		6	25	50	10	3	10		132	\$12,154.15		
											0	\$0.00		
											0	\$0.00		
<b>Total Task 5</b>	<b>28</b>	<b>25</b>	<b>10</b>	<b>12</b>	<b>45</b>	<b>115</b>	<b>10</b>	<b>3</b>	<b>45</b>	<b>30</b>	<b>323</b>	<b>\$30,925.51</b>		
<b>6 Final Design</b>														
6.1 Utility Coordination											0	\$0.00		
6.2 65% Design											0	\$0.00		
6.3 95% PS&E											0	\$0.00		
6.4 100% PS&E											0	\$0.00		
6.5 Final PS&E											0	\$0.00		
6.6 Permitting											0	\$0.00		
<b>Total Task 6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>		
<b>7 Construction Support</b>														
7.1 Bidding Assistance											0	\$0.00		
7.2 Services During Construction											0	\$0.00		
7.3 As-Built Drawings											0	\$0.00		
<b>Total Task 7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>		
<b>TOTAL DIRECT LABOR HOURS</b>	<b>28</b>	<b>25</b>	<b>10</b>	<b>12</b>	<b>45</b>	<b>115</b>	<b>10</b>	<b>3</b>	<b>45</b>	<b>30</b>	<b>323</b>	<b>\$30,925.51</b>		
<b>OPTIONAL ITEMS</b>														
0.0											0	\$0.00		
0.0											0	\$0.00		
											0	\$0.00		
											0	\$0.00		
<b>TOTAL DIRECT LABOR HOURS OPTIONAL TASKS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>		
<b>COST PROPOSAL: OTHER DIRECT COSTS -- PRIMARY TASKS</b>														
Item:	Unit Description					#units	unit price	cost						
Mileage						347.83	\$ 0.575	\$ 200.00						
Printing						333.33	\$ 1.50	\$ 500.00						
Website Hosting/Mobile Responsive hosting 4 years							at cost	\$ 1,250.00						
E-blast Service 4 years							at cost	\$ 1,700.00						
Outreach Venue Rental						3	\$ 200.00	\$ 600.00						
								\$ 4,250.00						
Other: Subconsultants / Misc								\$ 0.00						
Postage/Delivery								\$ 0.00						
								Subtotal Other \$ -						
<b>COST PROPOSAL: OTHER DIRECT COSTS -- OPTIONAL TASKS</b>														
Item:	Unit Description					#units	unit price	cost						
								\$ -						
								\$ -						
								\$ -						
Other (specify below)								\$ -						
								\$ -						
Other: Subconsultants / Misc								\$ -						
								\$ -						
								\$ -						
								\$ -						
								Subtotal Other \$ -						
											<b>PRIMARY TASKS - SUBTOTAL LABOR COST</b>		\$30,925.51	
											<b>PRIMARY TASKS - SUBTOTAL OTHER DIRECT COSTS</b>		\$4,250.00	
											<b>TOTAL:</b>		<b>\$35,175.51</b>	
											<b>OPTIONAL TASKS - SUBTOTAL LABOR COST</b>		\$0.00	
											<b>OPTIONAL TASKS - SUBTOTAL OTHER DIRECT COSTS</b>		\$0.00	
											<b>TOTAL:</b>		<b>\$0.00</b>	
Thursday, March 19, 2015														

Auburn Blvd. Bridge Replacement Fee Proposal  
Drake Haglan Associates Summary

COST PROPOSAL: TASK EFFORT RATE SHEET														Three Phase Construction, 6-lane footprint/5-lane striping option		REY																											
NAME OF FIRM:														REY																													
ROLE IN THE PROJECT:														Sub Consultant																													
assigned staff:														Joe Feyder		Tom Cade		Carlye Bucholz		Keith Hay		Tony Squellati		Matt Krueger		Jason Harlow		Jacob Kroeker		Timothy Pringle		Eric Wilson		Juan Gonzales		Andrew Sheehan		Channing Whetstone					
classification:														Principal Manager		Senior Surveyor III		Assoc Surveyor I		Assist Surveyor II		Senior Surveyor II		Certified Party Chief		Certified Party Chief		Assoc Surveyor I		Certified Party Chief		Instrument man		Instrument man		Chainman		Chainman					
hourly wage:														72.71		65.52		30.00		33.00		53.00		38.22		38.33		35.00		39.33		34.20		34.20		31.32		31.32					
fringe:														49.83%		36.23		32.65		14.95		16.44		26.41		19.05		19.10		17.44		19.60		17.04		17.04		15.61		15.61			
overhead:														136.69%		99.39		89.56		41.01		45.11		72.45		52.24		52.39		47.84		53.76		46.75		46.75		42.81		42.81			
G&A:																																											
fee:														7.00%		14.58		13.14		9.02		9.62		10.63		7.67		7.69		7.02		7.89		6.86		6.86		6.28		6.28			
hourly rate:														222.91		200.87		91.97		101.17		162.49		117.17		117.51		107.30		120.58		104.85		104.85		96.02		96.02					
TASK HOURS ASSIGNED TO STAFF:														Joe Feyder		Tom Cade		Carlye Bucholz		Keith Hay		Tony Squellati		Matt Krueger		Jason Harlow		Jacob Kroeker		Timothy Pringle		Eric Wilson		Juan Gonzales		Andrew Sheehan		Channing Whetstone		TASK HOURS		TASK COSTS	
1 Project Management																																											
1.1 Kick-off and PDT Meetings																																											
1.2 Sub-Consultant/Interagency Coordination																																											
1.3 Caltrans Local Assistance/Programming Support																																											
1.4 Monthly Progress Reports/Invoicing																																											
1.5 Quality Control																																											
1.6 Project Control																																											
Total Task 1														0		0		0		0		0		0		0		0		0		0		0		0		0		0			
2 Survey																																											
2.1 Records Search/Right of Entry/Permitting														8																													
2.2 Land Surveying														16		8										60		32				60											
2.3 Right of Way Mapping/Base Mapping														12														18															
2.4 Plats & Legal Descriptions														8														24															
Total Task 2														44		8		0		0		0		0		60		88		0		0		60		0		0		260		\$34,199.21	
3 Preliminary Engineering																																											
3.1 Data Collection																																											
3.2 Traffic Engineering																																											
3.3 Geotechnical Exploration & Foundation Report																																											
3.4 Hydraulics/Hydrology																																											
3.5 Preliminary Utility Coordination																																											
3.6 Develop Alternatives																																											
3.7 Construction Staging Tech Memo																																											
3.8 Traffic Signal Concept Report																																											
3.9 Structure Type Selection																																											
3.10 Produce Project Report																																											
Total Task 3														0		0		0		0		0		0		0		0		0		0		0		0		0		0			
4 Environmental Clearance																																											
4.1 PES																																											
4.2 Purpose & Need/Project Description																																											
4.3 Technical Studies																																											
4.3.1 National Environmental Study																																											
4.3.2 Biological Assessment																																											
4.3.3 Jurisdictional Wetland and Waters Delineation Report																																											
4.3.4 Historic Property Survey Report																																											
4.3.5 Archeological Survey Report																																											
4.3.6 Section 4(f)																																											
4.3.7 Air Quality																																											
4.3.8 Initial Site Assessment																																											
4.3.9 Noise Study Report																																											
4.3.10 Minor Level Visual Impact Assessment																																											
4.4 Environmental Documents																																											
4.4.1 Prepare Administrative Draft IS/MND																																											
4.4.2 Prepare and Submit Public Draft IS/MND																																											
4.4.3 Prepare and Submit Administrative Final IS/MND																																											
4.4.4 Prepare and Submit Final IS/MND																																											
Total Task 4														0		0		0		0		0		0		0		0		0		0		0		0		0		0			
5 Public Outreach																																											
5.1 Creative Services																																											
5.2 Public Outreach																																											
5.3 Media Relations																																											
5.4 Paid Media																																											
Total Task 5														0		0		0		0		0		0		0		0		0		0		0		0		0		0			
6 Final Design																																											
6.1 Utility Coordination																																											
6.2 65% Design																																											
6.3 95% PS&E																																											
6.4 100% PS&E																																											
6.5 Final PS&E																																											
6.6 Permitting																																											
Total Task 6														0		0		0		0		0		0		0		0		0		0		0		0		0		0			
7 Construction Support																																											
7.1 Bidding Assistance																																											
7.2 Services During Construction																																											
7.3 As-Built Drawings																																											
Total Task 7														0		0		0		0		0		0		0		0		0		0		0		0		0		0			
TOTAL DIRECT LABOR HOURS														44		8		0		0		0		0		60		88		0		0		60		0		0		260		\$34,199.21	
OPTIONAL ITEMS																																											
TOTAL DIRECT LABOR HOURS OPTIONAL TASKS														0		0		0		0		0		0		0		0		0		0		0		0		0		0			
COST PROPOSAL: OTHER DIRECT COSTS -- PRIMARY TASKS																																											
Item:														Unit Description		#units		unit price		cost																							

Auburn Blvd. Bridge Replacement Fee Proposal  
Drake Haglan Associates Summary

COST PROPOSAL: TASK EFFORT RATE SHEET		Three Phase Construction, 6-lane footprint/5-lane striping option										WRECO (DBE)	
NAME OF FIRM:		WRECO											
ROLE IN THE PROJECT:		Sub Consultant											
assigned staff:		Han-Bin Liang	Analette Ochoa	Robert Lawrence	David Mueller	Michael Wilson	Jennifer Abrams	Rollina Katako	Elizabeth Martinez Mei	Kathryn Stelljes			
classification:		Principal Engineer	Supervising Engineer	Senior Geotech Engineer	Senior Engineer	Senior Geologist	Associate Engineer	Associate Engineer	Technician	Clerical/Tech Editor			
hourly wage:		89.44	73.93	64.48	50.73	49.92	40.06	39.42	28.00	26.00			
fringe:	51.20%	45.79	37.85	33.01	25.97	25.56	20.51	20.18	14.34	13.31			
overhead:	77.29%	69.13	57.14	49.84	39.21	38.58	30.95	30.47	21.64	20.10			
G&A:		-	-	-	-	-	-	-	-	-			
fee:	7.00%	14.31	11.82	10.31	8.11	7.98	6.41	6.30	4.48	4.16			
	hourly rate:	218.67	180.75	157.64	124.03	122.05	97.94	96.38	68.46	63.57			
TASK HOURS ASSIGNED TO STAFF:													
		Han-Bin Liang	Analette Ochoa	Robert Lawrence	David Mueller	Michael Wilson	Jennifer Abrams	Rollina Katako	Elizabeth Martinez Mei Du	Kathryn Stelljes	0	TASK HOURS	TASK COSTS
<b>TASKS</b>													
<b>1 Project Management</b>													
1.1	Kick-off and PDT Meetings											0	\$0.00
1.2	Sub-Consultant/Interagency Coordination											0	\$0.00
1.3	Caltrans Local Assistance/Programming Support											0	\$0.00
1.4	Monthly Progress Reports/Invoicing											0	\$0.00
1.5	Quality Control											0	\$0.00
1.6	Project Control											0	\$0.00
	<b>Total Task 1</b>	0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>2 Survey</b>													
2.1	Records Search/Right of Entry/Permitting											0	\$0.00
2.2	Land Surveying											0	\$0.00
2.3	Right of Way Mapping/Base Mapping											0	\$0.00
2.4	Plats & Legal Descriptions											0	\$0.00
	<b>Total Task 2</b>	0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>3 Preliminary Engineering</b>													
3.1	Data Collection				8		4					12	\$1,383.98
3.2	Traffic Engineering											0	\$0.00
3.3	Geotechnical Exploration & Foundation Report			40		40		80	64	6		230	\$23,660.21
3.4	Hydraulics/Hydrology	14	2		24		52	64	4	4		164	\$18,188.51
3.5	Preliminary Utility Coordination											0	\$0.00
3.6	Develop Alternatives											0	\$0.00
3.7	Construction Staging Tech Memo											0	\$0.00
3.8	Traffic Signal Concept Report											0	\$0.00
3.9	Structure Type Selection											0	\$0.00
3.10	Produce Project Report											0	\$0.00
	<b>Total Task 3</b>	14	2	40	32	40	56	144	68	10	0	406	\$43,232.70
<b>4 Environmental Clearance</b>													
4.1	PES											0	\$0.00
4.2	Purpose & Need/Project Description											0	\$0.00
4.3	Technical Studies											0	\$0.00
4.3.1	National Environmental Study											0	\$0.00
4.3.2	Biological Assessment											0	\$0.00
4.3.3	Jurisdictional Wetland and Waters Delineation Report											0	\$0.00
4.3.4	Historic Property Survey Report											0	\$0.00
4.3.5	Archeological Survey Report											0	\$0.00
4.3.6	Section 4(f)											0	\$0.00
4.3.7	Air Quality											0	\$0.00
4.3.8	Initial Site Assessment											0	\$0.00
4.3.9	Noise Study Report											0	\$0.00
4.3.10	Minor Level Visual Impact Assessment											0	\$0.00
4.4	Environmental Documents											0	\$0.00
4.4.1	Prepare Administrative Draft IS/MND											0	\$0.00
4.4.2	Prepare and Submit Public Draft IS/MND											0	\$0.00
4.4.3	Prepare and Submit Administrative Final IS/MND											0	\$0.00
4.4.4	Prepare and Submit Final IS/MND											0	\$0.00
	<b>Total Task 4</b>	0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>5 Public Outreach</b>													
5.1	Creative Services											0	\$0.00
5.2	Public Outreach											0	\$0.00
5.3	Media Relations											0	\$0.00
5.4	Paid Media											0	\$0.00
	<b>Total Task 5</b>	0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>6 Final Design</b>													
6.1	Utility Coordination											0	\$0.00
6.2	65% Design	2	4		8		8	8	8	2		40	\$4,381.84
6.3	95% PS&E	1	2		6		8	8	8	1		34	\$3,490.06
6.4	100% PS&E	1	2		4		4	8	8	1		28	\$2,850.25
6.5	Final PS&E											0	\$0.00
6.6	Permitting											0	\$0.00
	<b>Total Task 6</b>	4	8	0	18	0	20	24	24	4	0	102	\$10,722.15
<b>7 Construction Support</b>													
7.1	Bidding Assistance											0	\$0.00
7.2	Services During Construction											0	\$0.00
7.3	As-Built Drawings											0	\$0.00
	<b>Total Task 7</b>	0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL DIRECT LABOR HOURS</b>		18	10	40	50	40	76	168	92	14	0	508	\$53,954.85
<b>OPTIONAL ITEMS</b>													
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
<b>TOTAL DIRECT LABOR HOURS OPTIONAL TASKS</b>		0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>COST PROPOSAL: OTHER DIRECT COSTS -- PRIMARY TASKS</b>													
Item:	Unit Description	#units	unit price	cost									
Travel & Per Diem		695.65	\$ 0.0575	\$ 400.00									
Reproduction		1000.00	\$ 0.50	\$ 500.00									
Drilling, Bridge Coring, and Patching			At cost	\$ 6,250.00									
Traffic Control			At cost	\$ 3,200.00									
Boring Permits			At cost	\$ 1,250.00									
Drum Disposal			At cost	\$ 600.00									
Laboratory Testing				\$ 3,750.00									
				\$ 15,950.00									
Other: Subconsultants / Misc				\$ -									
				\$ -									
				\$ -									
				Subtotal Other	\$ -								
<b>PRIMARY TASKS - SUBTOTAL LABOR COST</b>												\$53,954.85	
<b>PRIMARY TASKS - SUBTOTAL OTHER DIRECT COSTS</b>												\$15,950.00	
<b>TOTAL:</b>												<b>\$69,904.85</b>	
<b>OPTIONAL TASKS - SUBTOTAL LABOR COST</b>												\$0.00	
<b>OPTIONAL TASKS - SUBTOTAL OTHER DIRECT COSTS</b>												\$0.00	
<b>TOTAL:</b>												<b>\$0.00</b>	

Thursday, March 19, 2015









Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Drake Haglan & Associates

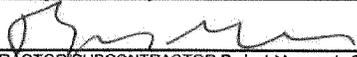
Date: 11/17/2014

Project Name: Auburn Road Bridge Replacement

Project #: T15145300

<b>Fringe Benefit %</b>	<b>+</b>	<b>*Overhead %</b>	<b>=</b>	<b>Combined %</b>
47.30%		84.30%		131.60%
<b>Profit %:</b>				
7.00%				
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A				
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
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 \_\_\_\_\_  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 Ryan Moore, Project Manager







CITY OF SACRAMENTO 10-H FORM  
 Approved with Supplement # (type Original if it is the Original): Original  
 CONTRACTOR Name: R.E.Y. Engineers, Inc. Date: 10/22/2014  
 Project Name: Auburn Road Bridge Replacement  
 Project #: T15145300

Fringe Benefit %		+	*Overhead %		=	Combined %	
49.83%			136.69%			186.52%	
Profit %:				7.00%			
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A							
A x Profit % = B				A + B = Actual Fully Loaded Hourly Rate			
Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate	
X		Principal Manager	Joe Feyder	\$72.71	\$222.91	\$222.91	
		Senior Surveyor III	Tom Cade	\$65.52	\$200.87	\$200.87	
		Associate Surveyor I	Carlye Buchholz	\$30.00	\$91.97	\$91.97	
		Assistant Surveyor II	Keith Hay	\$33.00	\$101.17	\$101.17	
		Senior Surveyor II	Tony Squellati	\$53.00	\$162.49	\$162.49	
X		Certified Party Chief	Matt Krueger	\$38.33	\$117.51	\$117.51	
X		Certified Party Chief	Jason Harlow	\$38.33	\$117.51	\$117.51	
		Associate Surveyor I	Jacob Kroeker	\$35.00	\$107.30	\$107.30	
X		Certified Party Chief	Timothy Pringle	\$39.33	\$120.58	\$120.58	
X		Instrumentman	Eric Wilson	\$34.20	\$104.85	\$104.85	
X		Instrumentman	Juan Gonzales	\$34.20	\$104.85	\$104.85	
X		Chainman	Andrew Sheehan	\$31.32	\$96.02	\$96.02	
X		Chainman	Channing Whetstone	\$31.32	\$96.02	\$96.02	
					\$0.00	\$0.00	
					\$0.00	\$0.00	

Other Direct Costs (ODC) Items and Rates	[Estimated ODC Budgets Shall Be Included in Cost Proposal]	Description	Rate	Units	Total

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: R.E.Y. Engineers, Inc. Date: 10/22/2014

Project Name: Auburn Road Bridge Replacement

Project #: T15145300

Fringe Benefit %	+	*Overhead %	=	Combined %		
49.83%		136.69%		186.52%		
Profit %:		7.00%				
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A						
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate				
Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

CITY OF SACRAMENTO 10-H FORM  
 Approved with Supplement # (type Original if it is the Original): Original  
 CONTRACTOR Name: WRECO Date: 11/17/2014  
 Project Name: Auburn Road Bridge Replacement  
 Project #: T151661005

Fringe Benefit % 51.20% + \*Overhead % 77.29% = Combined % 128.49%  
 Profit %: 7.00%  
 [Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A  
 A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal Engineer	Han-Bin Liang	\$89.44	\$218.67	\$218.67
		Supervising Engineer	Analetta Ochoa	\$79.93	\$195.42	\$195.42
X		Senior Geotech Eng	Robert Lawrence	\$64.48	\$157.64	\$157.64
		Senior Engineer	David Mueller	\$50.73	\$124.03	\$124.03
		Senior Geologist	Michael Wilson	\$49.92	\$122.05	\$122.05
		Associate Engineer	Jennifer Abrams	\$45.52	\$111.29	\$111.29
		Staff Engineer	Rollina Kalako	\$35.17	\$85.99	\$85.99
		Technician	Mei Du, Elizabeth Martinez	\$28.00	\$68.46	\$68.46
		Clerical/Tech Editor	Kathryn Steljes	\$26.00	\$63.57	\$63.57

Other Direct Costs (ODC) Items and Rates	Description	Rate	Unit	Total
[Estimated ODC Budgets Shall Be Included in Cost Proposal]	Travel & Per Diem	\$ 0.575	695.00	\$ 400.00
	Reproduction	\$ 0.50	1,000.00	\$ 500.00
	Drilling, Bridge Coring, and Patching	At Cost		\$ 6,250.00
	Traffic Control	At Cost		\$ 3,200.00
	Boring Permits	At Cost		\$ 1,250.00
	Drum Disposal	At Cost		\$ 600.00
	Laboratory Testing	At Cost		\$ 3,750.00

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 Han-Bin Liang



**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Drake Haglan and Associates

Indirect Cost Rate: 131.6% \* for fiscal period 01/01/2013 to 12/31/2014 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Sacramento

Contract Number: \_\_\_\_\_ Project Number: T15145300

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 14,000,000 and the number of states in which the firm does business is 1.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 914,023.35

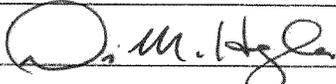
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

DKS Associates	\$ 34,942.12
PAR Environmental	\$ 13,973.74
ProPose	\$ 35,175.51
R.E.Y. Engineers	\$ 34,199.21
WRECO	\$ 69,904.85
Y&C Transportation	\$ 48,118.69

Consultant Certifying (Print Name and Title):

Name: Dennis M. Haglan

Title: President

Consultant Certification Signature \*\*: 

Date of Certification (mm/dd/yyyy): 03/06/2015

Consultant Contact Information:

Email: dhaglan@drakehaglan.com

Phone number: (916) 363-4210

\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

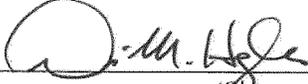
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of Drake Haglan and Associates, whose address is 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

03/06/2015  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File ( Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

**Certification of Final Indirect Costs:**Consultant Firm Name: OKS ASSOCIATESIndirect Cost Rate: 180.62%Date of Proposal Preparation (mm/dd/yyyy): 11/17/2014Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 5/1/13 - 4/30/14

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 12,800,000 and the number of States in which the firm does business is 8.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 34,942.12

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: John P. Long  
Consultant Certifying (Print Name and Title): \_\_\_\_\_

Name: John P. Long

Title: Principal

Consultant Contact Information:

Email: jpl@cksassociates.com

Phone number: 916-368-2000

Date of Certification (mm/dd/yyyy): 3/10/2015

\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the principal, and duly authorized representative of the firm of Dks Associates, whose address is 8950 Cal Center Dr, Suite 340, Sacramento, CA 95826, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

3/10/2015  
(Date)

John P. Long  
(Signature)

Distribution: 1) Local Agency Project File ( Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

**Certification of Final Indirect Costs:**Consultant Firm Name: PAR Environmental Services, Inc.Indirect Cost Rate: 141%

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013-12/31/2013

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 749,000.00 and the number of States in which the firm does business is 1-CA.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 13,973.74

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: Mary L. Maniery

Consultant Certifying (Print Name and Title): \_\_\_\_\_

Name: Mary L. Maniery

Title: President

Consultant Contact Information:

Email: mlmaniery@yahoo.com

Phone number: (916) 739-8356

Date of Certification (mm/dd/yyyy): March 9, 2015

\* An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

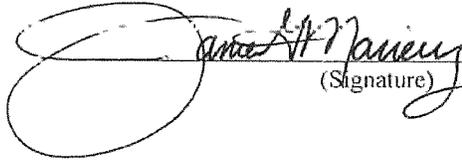
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the CFO, and duly authorized representative of the firm of PAR ENVIRONMENTAL SERVICES, INC, whose address is 1906 21<sup>ST</sup> STREET, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil

FEB 25, 2015  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File ( Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM****Certification of Final Indirect Costs:**Consultant Firm Name: ProProse, LLCIndirect Cost Rate: 193.5%Date of Proposal Preparation (mm/dd/yyyy): 10/24/2014Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013 to 12/31/2013

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 0 and the number of States in which the firm does business is 1.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 35,175.51

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: Anne C. Staines

Consultant Certifying (Print Name and Title):

Name: Anne C. Staines

Title: President

Consultant Contact Information:

Email: Anne@ProProse.com

Phone number: 916-359-8316

Date of Certification (mm/dd/yyyy): 03/09/2015

\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of ProProse, LLC, whose address is 4515 N Park Drive Sacramento, Ca 95821, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

03/09/2015  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File ( Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

**Certification of Final Indirect Costs:**Consultant Firm Name: R.E.Y. Engineers, Inc.Indirect Cost Rate: 186.52%Date of Proposal Preparation (mm/dd/yyyy): 10/23/2014Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 15,000,000 and the number of States in which the firm does business is 5.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 34,199.21

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

\* Consultant Certification Signature: 

**Consultant Certifying (Print Name and Title):**

Name: James Brainard, PLS

Title: Vice President & CFO

**Consultant Contact Information:**

Email: jbrainard@reyengineers.com

Phone number: 916-366-3040

Date of Certification (mm/dd/yyyy): 3/6/2015

\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the Principal, and duly authorized representative of the firm of R.E.Y. Engineers, Inc., whose address is 905 Sutter Street, Suite 200, Folsom, CA 95630, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

3/6/2015  
(Date)

  
(Signature)

**Distribution:** 1) Local Agency Project File ( Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM****Certification of Final Indirect Costs:**Consultant Firm Name: WRECOIndirect Cost Rate: 128.49%Date of Proposal Preparation (mm/dd/yyyy): 02/12/2015Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/12/2012 to 12/31/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 10M and the number of States in which the firm does business is 1.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 69,904.85

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Han-Bin Llang

Title: President

Consultant Contact Information:

Email: hanbin\_llang@wreco.com

Phone number: (925) 941-0017

Date of Certification (mm/dd/yyyy): 02/19/2015

\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

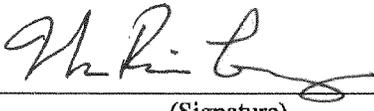
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of WRECO, whose address is 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

2/19/2015  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File ( Original & Contract)  
2) DLAE (with contract copy)

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment I of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA\_OB/DLA\_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Y&C Transportation Consultants, Inc.

Indirect Cost Rate: 109% Date of Proposal Preparation (mm/dd/yyyy): 10/28/14

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013 to 12/31/2013

Contract Number: Project Number: T15145300

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 4.189 M and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

Consultant Certification of Contract Costs and Financial Management System

- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 48,118.69

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

\* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Daniel Yau

Title: President

Consultant Contact Information:

Email: dyau@yctransportation.com

Phone number: (916) 366-8000 x 305

Date of Certification (mm/dd/yyyy): 3/11/15

\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of Y&C Transportation Consultants, Inc., whose address is 3250 Ramos Circle, Sacramento, CA 95827, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

3/19/15  
(Date)

[Signature]  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)



## EXHIBIT D

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### GENERAL PROVISIONS

##### 1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
  3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
  4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
  5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
  6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright,

data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The

CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

- (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

- 11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services

provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is X Is not \_\_\_\_\_ [check one] required for this Agreement.

If required, such coverage must be continued for at least 2 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o Ebix RCS  
Reference #: (This number will be provided by EBIX after Agreement approval.)  
PO Box 257  
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:  
CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance

coverage specified in subsection A, above.

**12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases

of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and

shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

**Attachment A**



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

On \_\_\_\_\_ (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for \_\_\_\_\_ (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

**Attachment B**



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

## EXHIBIT F

### CALIFORNIA DEPARTMENT OF TRANSPORTATION ADDITIONAL CONTRACT PROVISIONS

- A.** This Agreement (hereafter the "Contract") shall begin on April 28, 2015, contingent upon approval from the State, and expire on December 31, 2019 unless extended by amendment.
- B.**
1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
  2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
  4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.**
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$ 914,023.00. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
  2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
  3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
  4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has

been issued by the City and State's Contract Manager. No payment will be made for any work performed prior to approval of this contract.

5. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- D.**
1. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of work pertinent to this contract shall be subcontracted without written authorization by the State's or City's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.
  2. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to subcontractors.
  3. Any substitution of subcontractors must be approved in writing by State's or City's Contract Manager.
  4. Any subcontract, entered into as a result of this contract shall contain all the provisions of this Article.
- E.**
1. Prior authorization in writing by the City's Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Contractor shall provide the necessity or desirability of incurring such costs.
  2. For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$500, with prior authorization by the City's Contract Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
  3. Any equipment purchased as a result of this contract is subject to the following. The Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year or more and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State and City procedures, and credit the City in an amount equal to the sales price. If the Contractor elects to keep the equipment, the fair market value shall be determined, at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City, State and the Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

4. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
  5. Any subcontract entered into as a result of this contract shall contain all the provisions of this article.
- F.** In accordance with Public Contract Code Section 10296, a contractor who is not a public entity, by signing this contract, hereby swears under penalty that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court that orders the Contractor to comply with an order of the National Labor Relations Board.
- G.** It is understood and agreed that the contract's not-to-exceed amount is an estimate and that City of Sacramento will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.
- H.** The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by City and State's Contract Manager. No payment will be made for approval of this contract.
- I.**
1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Contractor, subcontractors, the City of Sacramento and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The City of Sacramento, the State, the State Auditor, FHWA or duly authorized representative shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
  2. Any subcontract entered into as a result of this contract shall contain all the provisions this article.

**J. Introduction Under Early Termination**

1. Within 30 days of the date the consultant is notified of early termination for the convenience of the City of Sacramento, the consultant shall prepare and submit to the Contract Manager for approval, two separate supplemental cost proposals:
  - 1) A final revised cost proposal for all project-related costs to the revised

termination date, and 2) A cost proposal specifically addressing the termination settlement costs only.

2. The consultant's final revised cost proposal and termination settlement shall reflect any work that is not covered by the executed original contract or executed contract amendment(s) and should reflect the reduced level of effort resulting from the early termination, if applicable.
3. Project-related documents shall be described, listed and identified as part of the final revised cost proposal. Project related documents shall include all documentation that are incomplete and final form and which have been accepted as complete by the City of Sacramento, or documents in draft and/or incomplete form for those deliverables which are in progress by the consultant and have not been accepted as complete.

A. Consultant's Reports Under Early Termination

Upon notice of early termination consultant shall provide all project related correspondence required as part of the Consultant's scope of services. All documents must be received and accepted before the settlement costs invoice is paid.

B. Invoice Submittal Under Early Termination

Separate final invoices for project-related costs and termination settlement cost shall be submitted no later than thirty (30) calendar days after the date acceptance of the final cost proposal by the Contract Manager. Invoices shall be submitted in accordance with Exhibit B.

C. Expenses Payable Under Early Termination

The invoice for termination settlement cost shall contain the following, to the extent they are applicable. Lease termination cost for equipment and facilities approved under the terms of the contract: equipment salvage costs for equipment valued over \$500; rental cost for unexpired leases, less than the residual value of the lease; cost of alterations and reasonable restorations required by the lease, settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection, and disposition of property acquired or produced under the contract; indirect cost, such as payroll taxes, fringe benefit, occupancy costs, immediate supervision related to wages and salaries, incurred as settlement costs.

D. Termination issues for Subconsultants, Materialmen, Etc.

The consultant shall notify any subconsultant and service vendor providing service under this contract of the early termination date of this contract. Failure to notify any subcontractor and service vendor shall result in the

consultant being liable for the termination cost incurred by any subcontractor and service or supply vendor for work performed under this contract except those specifically agreed to in the termination notice to the consultant.

E. Cost Principals Under Early Termination

Termination settlement expenses reimbursed in accordance with CFR 48, Federal Acquisitions Regulations System, Chapter 1, Part 31. Subpart 313205-42 (c) dealing with the Initial Costs are not applicable to architectural and engineering contract terminations.

F. Adjustment of Fixed Fee Under Early Termination

The fixed fee will be adjusted as determined by the Contract Manager in accordance with the guidelines Established in CFR 48 Chapter 1, Section 49.305-1.

G. Disputes Under Early Termination Conditions

Disputes under early termination conditions shall be resolved in accordance with the City's dispute resolution process.

**(NAME OF SUBCONSULTANT(s)): SEE 10-H See Exhibit 1 to attachment B**

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of **SEE 10-H percent**.
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of **N/A** per month.

## EXHIBIT G

### SPECIAL PROVISIONS (ENGINEERING DESIGN)

#### 1. Record Retention

The Consultant agrees to keep proper books of records and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by the City.

#### 2. Accuracy and Completeness

The Consultant has total responsibility for the accuracy and completeness of the investigations, calculations, reports, plans and related designs, specifications, and estimates prepared for the Project and shall check all such material accordingly. The plans will be reviewed by City for conformity with Project objectives and compliance with City Standards. Reviews by City do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely with the Consultant. Specifically included is the Consultant's responsibility to comply with all requirements of the Americans with Disabilities Act.

The Consultant shall provide an independent analysis of all structural computations and plans submitted to the City. The independent analysis shall be performed by an engineer licensed in the appropriate discipline. The signature of the checker shall appear on all plan sheets.

In the event that the items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by City as to the proper procedure to be followed. Corrective action taken will either be in the form of an addendum prepared by the Consultant and issued by City, or by a covering change order after the award of the construction contract.

During construction, the Consultant shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders resulting from errors and omissions of the Consultant. Such drawings shall be requested in writing from the Consultant by City and shall be furnished at no additional cost to City. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to City for duplication and distribution.

**3. Professional Seal**

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation. The signature and registration number of the checker shall also appear on all sheets.

**4. Sole Source Materials or Equipment**

The Consultant or its subcontractors shall not incorporate in the design any materials or equipment of single or sole source origin without prior written approval of the City.

**5. Documentation**

The Consultant shall document the results of all work to the satisfaction of the City. This may include, but not be limited to, preparation of progress and final reports, calculations, plans, specifications, estimates and construction records.

**6. Ownership of Documents**

Tracings, plans, specifications, maps, as-built plans, and all other documents prepared or obtained under this Agreement shall be delivered to and become the property of the City. The basic survey notes and sketches, charts, computations and other data prepared under this Agreement shall be made available upon request to the City without restriction or limitation on their use.

**7. Copyrights**

The Consultant shall not have copyrights of reports or products of this Agreement.

**8. Changes in Work**

The City reserves the right to change the Scope of Work as necessary to complete the project. In the event that such a change would materially change the amount or character of the work reasonably considered necessary to perform under the original scope of this Agreement, a contract adjustment shall be negotiated based upon the estimated number of hours the revised or added task would consume based upon the unit rates as shown in Exhibit "B."

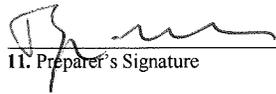
**9. Construction Plans and Specifications**

All construction plans prepared in accordance with this Agreement shall be ink on mylar drawings.

All construction specifications prepared in accordance with this Agreement shall be submitted in final form to the City on 3.5" - diskette using "Word 6.0/95" or higher software in addition to the required paper copies.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

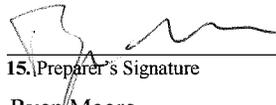
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>City of Sacramento Department of Public Works</u>			
2. Project Location: <u>Located in North Sacramento where Auburn Blvd crosses Arcade Creek just east of Winding Way and west of Park Road and the I-80 ramps</u>			
3. Project Description: <u>Provide preliminary engineering, environmental documentation, preparation of final plans, specifications, and estimates package</u>			
4. Consultant Name: <u>Drake Haglan &amp; Associates, Inc.</u>			
5. Contract DBE Goal %: <u>9%</u>			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Geotechnical, Hydrology/Hydraulics	WRECO (925) 941-0017	30066	7.6%
Public Outreach	ProProse (916) 359-8316	37643	3.8%
Signalization	Y&C Transportation Consultants (916) 366-8000	28989	5.3%
Cultural Resources	PAR Environmental Services (916) 739-8356	5445	1.5%
<b>Local Agency to Complete this Section</b>		<b>10. Total % Claimed</b>	<u>18.2</u> %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____		 11. Preparer's Signature  Ryan Moore 12. Preparer's Name (Print)  Project Manager 13. Preparer's Title  3/24/15      (916) 363-4210 14. Date      15. (Area Code) Tel. No.	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____			
20. Local Agency Representative Signature _____	21. Date _____		
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____		

**Distribution:** (1) Original – Consultant submits to local agency with proposal  
 (2) Copy – Local Agency files

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>City of Sacramento Department of Public Works</u>			
2. Project Location: <u>Located in North Sacramento where Auburn Blvd crosses Arcade Creek just east of Winding Way and west of Park Road and the I-80 ramps</u>			
3. Project Description: <u>Provide preliminary engineering, environmental documentation, preparation of final plans, specifications, and estimates package</u>			
4. Total Contract Award Amount: \$ <u>914,023.35</u>			
5. Consultant Name: <u>Drake Haglan &amp; Associates, Inc.</u>			
6. Contract DBE Goal %: <u>9%</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>236,314.12</u>			
8. Total Number of <u>all</u> Subconsultants: <u>6</u>			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Geotechnical, Hydrology/Hydraulics	WRECO (925) 941-0017	30066	\$69,904.85
Public Outreach	ProProse (916) 359-8316	37643	\$35,175.51
Signalization	Y&C Transportation Consultants (916) 366-8000	28989	\$48,118.69
Cultural Resources	PAR Environmental Services	5445	\$13,973.74
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	\$ <u>167,172.79</u>
20. Local Agency Contract Number: _____			
21. Federal-aid Project Number: _____		14. Total % Claimed	<u>18.2</u> %
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____		 15. Preparer's Signature Ryan Moore 16. Preparer's Name (Print) Project Manager 17. Preparer's Title <u>3/24/15</u> <u>(916) 363-4210</u> 18. Date      19. (Area Code) Tel. No.	
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
<b>Caltrans to Complete this Section</b>			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

**EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



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Kevin Ross, Executive Vice President

3/24/15

Date

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input checked="" type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input checked="" type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="text-align: center;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p><b>11. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
<p><b>12. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>		
<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input checked="" type="checkbox"/></p>		
<p><b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: </p> <p>Print Name: <u>Kevin Ross</u></p> <p>Title: <u>Executive Vice President</u></p> <p>Telephone No.: <u>(916) 363-4210</u>      Date: <u>3/24/15</u></p>
<p><b>Federal Use Only:</b></p>		<p style="text-align: right;">Authorized for Local Reproduction Standard Form - LLL</p>

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**EXHIBIT 10-V NON-DISCRIMINATION CLAUSE**

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

# 2015 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

**Withholding Agent** (Type or print)

Name  
City of Sacramento

**Payee**

Name  
DRAKE HAGLAN AND ASSOCIATES, INC.

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.  
26-0747074

Address (apt./ste., room, PO Box, or PMB no.)  
11060 WHITE ROCK ROAD, SUITE 200

City (If you have a foreign address, see instructions.)  
RANCHO CORDOVA

State ZIP Code  
CA 95670

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

**Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

**Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Kevin Ross, Executive Vice President Telephone (916) 363-4210

Payee's signature ►  Date 3/24/15

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Drake Haglan and Associates, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

<b>11060 White Rock Road, Suite 200</b>	Requester's name and address (optional)
<b>Rancho Cordova, CA 95670</b>	<b>City of Sacramento</b>
	<b>915 I Street, Room 2000</b>
	<b>Sacramento, CA 95814</b>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

or

<b>Employer identification number</b>									
2	6	-	0	7	4	7	0	7	4

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**     Signature of U.S. person ▶

Date ▶ 3/24/15

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Client#: 14742

DRAKEHAGL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Dealey, Renton & Associates... CONTACT NAME: Doris A. Chambers... INSURED: Drake, Haglan & Associates, Inc... INSURER A: American Ins. Co... INSURER B: American Automobile Ins. Co... INSURER C: Catlin Insurance Company, Inc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES. Auburn Blvd at Arcade Creek Bridge Replacement Project #T15145300.

GENERAL LIABILITY/HIRED AND NON-OWNED AUTOMOBILE LIABILITY ADDITIONAL INSUREDS: The City of Sacramento, its officials, employees and volunteers. (See Attached Descriptions)

CERTIFICATE HOLDER: City of Sacramento... CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

## DESCRIPTIONS (Continued from Page 1)

Insurance is primary and non-contributory, per policy wording.

**GENERAL LIABILITY/HIRED AND NON-OWNED AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION WAIVER OF SUBROGATION IN FAVOR OF: The City of Sacramento, its officials, employees and volunteers.**

**Best Ratings:**

American Insurance Company - A:XV

American Automobile: - A:XV

Travelers Casualty & Surety - A+:XV

**Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93**  
Policy Amendment Section II

Insured Drake, Haglan & Associates, Inc.

Policy Number AZC80878380

Producer Dealey, Renton & Associates

Effective Date 10/23/2014

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**Schedule**

**Name of Person(s) or Organization(s)**

**Description of Operations**

City of Sacramento  
c/o EBIX RCS  
PO Box 257  
Portland, MI 48875-0257

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION CONTINUATION: The City of Sacramento, its officials, employees and volunteers.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

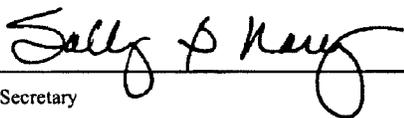
The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

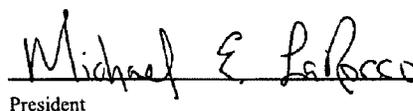
arising out of **your work** for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

  
Secretary

  
President

Insured: Drake, Haglan & Associates, Inc.

Policy Number: WZP81021983

Effective Date: 10/23/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

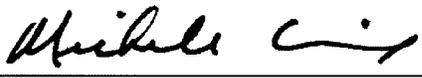
**SCHEDULE**

**Person or Organization**

**Job Description**

City of Sacramento  
c/o EBIX RCS  
PO Box 257  
Portland, MI 48875-0257

SCHEDULE OF CONTINUATION: The City of Sacramento, its officials, employees and volunteers.

Countersigned by   
Authorized Representative

Form WC 04 03 06  
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date: